



State of Louisiana

JOHN BEL EDWARDS
GOVERNOR

February 8, 2018

ADDENDUM NO. 3

TO: ALL POTENTIAL PROPOSERS

RE: RFQ 2503-18-04 CMAR Services for Mid-Barataria Sediment Diversion Project

PROPOSAL DUE DATE: MARCH 1, 2018 4:00PM

This addendum shall be considered part of the RFQ and associated enclosures. The clarifications, revisions and additions in this addendum supersede the requirements in the advertised RFQ and enclosures.

I. CLARIFICATIONS

NONE

II. QUESTIONS AND RESPONSES

1. CPRA asks for seven (7) copies of the proposal. Is the Original copy included in this count, so the Proposers submit one Original and six (6) copies? Or, is all "copies" acceptable?

Respondents will submit one Original and six (6) copies.

2. On page 8 of the RFQ, it states "Resumes should be submitted as part of the EQF-1 form and will not count towards the page limit for this section." Is it CPRA's intent to have tailored resumes included within the 28 pages of this section in addition to the EQF-1 form?

Respondents will submit resumes of Key Personnel as specified in Section 7.0 of the RFQ (limited to two (2) pages) as part of their EQF-1 form packet and these will not count against the page limit for this section. It is not CPRA's intent to have resumes included in the 28-page limit of Section 9.3, Part B of the RFQ.

3. Question 12 (Page 3 of 6) of the EQF-1 Form (Brief Resume) is not structured to provide all information requested in Section 9.3, Part B of the RFQ. Is the Respondent expected to expand this Section of the EQF-1 Form to provide all requested information or is the information to be included within the 28 page count for Part B?

Yes. Respondents are expected to expand the Question 12 section of the EQF-1 Form to provide all of the information as requested in Section 9.3, Part B of the RFQ. The Question 12 section of the EQF-1 Form may be expanded to a maximum of two (2) pages for each Key Staff member.

4. Is Section 12 of the EQF-1 Form to be expanded to 2 pages for Key Staff? It is currently structured as 1-page.

Yes. The Question 12 section of the EQF-1 Form may be expanded to a maximum of two (2) pages for each Key Staff member.

5. On page 1, question 10, is CPRA looking for company wide information or information regarding personnel that will be assigned to the project?

Respondents will provide the number of staff that will be assigned to work on this project on a full-time basis in response to Question 10 on Page 1 of the EQF-1 Form.

6. The instruction on page 1 of EQF-1 indicates this form should be completed by the Respondent and any subcontractors. The term "subcontractor" can have varied interpretations. Should the EQF-1 Form be completed by all subcontractors and subconsultants proposed as part of our Team? In this context, subconsultants may be firms providing professional services for the Respondent.

Yes.

7. Based on our interpretation of the instructions, subcontractors and subconsultants are not to provide answers to questions 9, 11, and 13, and should answer "N/A". Please confirm.

Subcontractors and subconsultants should respond "N/A" to questions 9 and 11 and provide a response to question 13, if applicable, on the EQF-1 Form.

8. Please confirm subcontractors and subconsultants should provide answers to question 14 ONLY if they are providing Key Personnel as defined in Section 7, page 5 of the RFQ. Or, if designated "other personnel" and they worked on a Relevant Project, should this be documented in question 14?

Subcontractors and subconsultants should provide answers to question 14 if they are providing Key Personnel as defined in Section 7, page 5 of the RFQ or providing "other personnel" that have worked on a Relevant Project.

9. Section 9.3, Part B of the RFQ allows for a 1-page resume of "other personnel". Question 12 of the EQF-1 form requests a Brief Resume of "key project personnel". Should subcontractors and subconsultants provide answers to question 12 (Brief Resume) if they do not hold a "Key Personnel" position?

Yes.

10. Is this the location to provide resumes for "other personnel" or should these be provided within the 28 page count of Part B?

Respondents may submit brief resumes of additional personnel as specified in Section 7.0 of the RFQ (limited to one (1) page) as part of their EQF-1 form packet and these will not count against the page limit for this section. It is not CPRA's intent to have resumes included in the 28-page limit of Section 9.3, Part B of the RFQ.

11. On page 4 and 5 of the RFQ document titled RFQ CMAR Contractor - BA - 0153, states "five (5) team members of the CMAR contractor will be co-located." On page 12 of 22 of Enclosure 1, it states, "The CMAR Contractor shall have key personnel collocated with the Design Team and Program Management team for the duration of the Pre-Construction Phase. Minimum key personnel shall include a Senior Project Manager, Construction Manager, and Scope Manager meeting the minimum qualifications specified below." Does CPRA have a specific requirement for who comprises the 5 people to be co-located?

The five (5) team members to be collocated with the Design Team and Program Management Team at a minimum shall include a Senior Project Manager (1), Construction Manager (1), and Scope Manager (1). CPRA does not have a specific requirement for who the other two (2)

CMAR Contractor representatives to be collocated with the Design Team and Program Management Team will be.

12. Section 9.9, page 12 of the RFQ identifies "insurance certificates" as documentation that should be included in the Standard Forms and Supporting Documents Section. There are many forms of insurance, including Builders Risk, Professional Liability, and the more traditional Auto, Workers Compensation, etc. Please clarify what Insurance Certificates CPRA is requesting.

Insurance certificates are not required as part of the SOQ. Once selected, the CMAR Contractor shall not commence work without the insurance required per their Contract. Insurance required for Pre-Construction Services includes Worker's Compensation, Commercial General Liability (CGL), Professional Liability, and Licensed and Non-Licensed Motor Vehicles and Watercraft Insurance. Additional insurance such as Builders Risk Insurance may be required prior to the start of any construction work.

13. The Standard Forms and Supporting Documents portion of the checklist eludes to "article of incorporation, by laws, and Joint Venture Agreements, etc." By contrast, none of these specific documents are cited as being required in RFQ Section 9. Please clarify if "article of incorporation, by laws, and Joint Venture Agreements" are in fact required.

These documents, as well as articles of organization in the case of an LLC as a Respondent, are required as part of the Statement of Qualifications (SOQ).

14. Based on evaluation of the proposal content requirements, we interpret that all of the following are to be included in the Standard Forms and Supporting Documents Section of our SOQ:

Financial Reports, respondent only

Litigation Records, respondent only

Safety Records, respondent only

EQF-1, all teams members

HIP Certification, Hudson team member

Ability to Bond (Pre-con), respondent only

Ability to Bond (Construction), respondent only

Licensure and Certifications, respondent only

SRC Conflict of Interest Acknowledgement (Enclosure 4), all teams members

Contract acknowledgement, respondent only

Certificate of Authority to Transact Business, respondent only

Disclosure of Ownership, respondent only

Acknowledgement of Addenda, respondent only

Please confirm that all of the above are to be included in the Standard Forms and Supporting Documents Section, and that none of the above apply toward the SOQ page count.

These forms and documents are all required as part of any Statement of Qualifications (SOQ) submitted, but will not count against the page limit.

15. Comparing Enclosure 5 and the RFQ Section 9, we request confirmation and clarification if and/or where the following documentation is to be provided:

Sanctions, respondent only

JV Agreement, respondent only

Articles of Incorporation, respondent only

Insurance Certificate(s), respondent only

Please confirm that all of the above are to be included in the Standard Forms and Supporting Documents Section, and that none of the above apply toward the SOQ page count.

Sanctions, JV Agreement, and Articles of Incorporation are all required to be submitted, as applicable, as part of the SOQ, but will not count against the page limit. Insurance Certificates are not required to be submitted as part of the SOQ.

16. Page 15 of RFQ indicates that CPRA will respond to questions by 4:00 pm CST on February 15, 2018. Would CPRA consider responding to questions at an earlier date and/or on a more frequent timeline, with the February 15th date being a "last/final" date? CPRA's response to certain questions can have a significant impact on the Respondent's proposal content and structure. Receiving answers on February 15th is 2 weeks before the proposal due date and depending on CPRA's answers to questions, may create challenges in finalizing a proposal response.

CPRA will consider responding to questions at an earlier date and/or on a more frequent timeline.

17. Enclosure 2: Draft Pre-Construction Contract, Part 3 – Term of Contract, second paragraph does not provide the number of calendar days the Pre-Construction Scope of Services is required to be completed following the issuance of NTP. Please provide the number of calendar days the CMAR Contractor will be required to complete the Pre-Construction Scope of Services.

Pre-Construction Services are anticipated to be required up until the project design is completed. Please refer to Table 1 on Page 9 of 22 in Enclosure 1: BA-0153 CMAR Scope of Services for project milestones.

18. RFQ Section 7.0 lists CMAR Staffing & Key Personnel for twelve (12) positions, Section 9.3 paragraph 3 provides specific qualifications for one of the Key Personnel, the Senior Project Manager. Are there any specific qualifications for the other eleven (11) positions?

No.

19. Enclosure 2: Draft Pre-Construction Contract, Part 6 – Method of Compensation, second paragraph, states "...Invoices shall be submitted for actual cost incurred according to the rate sheet contained in Exhibit C." Please provide Exhibit C for review.

Rates are required to be cost reasonable and will be established during contract negotiations. These rates will be reflected in Exhibit C once they are finalized.

20. Enclosure 2: Draft Pre-Construction Contract, Part 6 – Method of Compensation is silent on how margin is applied to the actual costs incurred by the CMAR Contractor. Please clarify.

Rates for Pre-Construction Services established as a result of contract negotiations shall be inclusive of all administrative overhead costs and margin/profit.

21. The CMAR Scope of Services, section 3.2 discusses development of General Conditions value and that this value shall be based on the rates submitted in the proposal. Please confirm this will be a process developed with rates provided during the CMAR Preconstruction Services.

The General Conditions level of effort value will be based on rates established during contract negotiations and the hours required for construction based on the scope of work.

22. Enclosure 2: Draft Pre-Construction Contract, Part 2, fourth paragraph states the full CMAR Scope of Services for this Project is presented in Exhibit B. Exhibit B is a blank form. Please confirm the

CMAR Scope of Services that is provided within the RFQ documents is the full CMAR Scope of Services and will become Exhibit B.

The complete CMAR Contractor Scope Services is provided in the RFQ documents as Enclosure 1 to the RFQ.

23. Enclosure 2: Draft Pre-Construction Contract, Part 7 – Fiscal Funding, states that if there is insufficient monies for the continuation of the Contract, the Contract shall terminate on the date of the beginning of the first fiscal year for which funds are not appropriated. Part 6 – Method of Compensation states payments should be made at each milestone. Please confirm if the Contract is terminated prior to completion of a milestone that the CMAR Contractor will be paid for all work performed to the point of termination for the next milestone in accordance with Exhibit C and the Contract.

The CMAR Contractor will be paid for all work satisfactorily performed.

24. Enclosure 2: Draft Pre-Construction Contract, Part 27. Please consider deleting this requirement. CPRA and the CMAR Contractor may not reach agreement on a GMP for many reasons outside of the CMAR Contractor's control, why should this prohibit the CMAR Contractor from then bidding on the project in a public and competitive Design-Bid-Build selection process?

This portion of the draft Pre-Construction Contract will not be changed.

25. Are tabs/dividers included in the page count?

No.

26. Would CPRA allow proposers to limit the timeframe for sanctions to the past 10 years, similar to the requirements for litigation history?

Yes.

27. Would CPRA allow proposers to submit one copy of financials inside a sealed envelope, rather than unsealed within each three-ring binder?

Yes. Respondents may submit seven (7) copies of financials in seven (7) separate envelopes as part of their Statement of Qualifications (SOQ). Each envelope should be clearly identified with the Respondent's name and marked "Confidential – Financial Documentation". Each page of the financial documents provided should be marked "Confidential".

28. Are original, wet signatures required on the cover letters and forms?

Yes, but only on the original copy.

29. Would an exclusive team subcontractor's potential scope be considered in the 30% to 70% self-performance objective, or would it be considered subcontracted work.

It would be considered subcontracted work.

30. Enclosure 1, Section 2.1 of the CMAR Scope of Services states, "As specified, the CMAR Contractor will have design responsibility for temporary works necessary to construct the project, including but not limited to cofferdams, temporary retaining structures, dewatering/unwatering systems." Please confirm that if Preconstruction CMAR Contractor is not awarded the Construction Phases of the Project that CPRA will not utilize designs performed by the Preconstruction Phase CMAR Contractor or that the Preconstruction Phase CMAR Contractor does not have liability for such designs.

All records, reports, documents, and other material related to the CMAR Pre-Construction and Construction Services contracts delivered or transmitted to CPRA or prepared in conjunction with the scope of services of these contracts, to include the construction documents in the Final

Temporary Works Construction Package submitted at the GMP Milestone, shall become the property of CPRA. If a GMP agreement between CPRA and the CMAR Contractor is not reached, these documents may be included as appropriate in the subsequent bid solicitation packet for construction of the project. The CMAR Contractor retains liability for these construction design documents.

31. Enclosure 2, Section 3.2.1 states, “For Construction Phase Services, Owner shall pay CMAR Contractor a stipulated fee or margin equal to ____ Percent (%) of the Cost of Work, as defined herein and in the CMAR Contractor’s GMP. The “Cost of Work” is not defined anywhere in the RFQ documents. Please provide a definition of the “Cost of Work” to which the Percent markup will apply.

“Cost of Work” in the example contract provided in the RFQ packet is defined as all direct costs of construction, to include the labor, equipment, materials, supplies, and subcontracts directly attributed to construction of the completed project works and features.

32. Enclosure 3, CMAR Section 506-2.2 Insurance requirements seem low, especially compared to Insurance requirements stated in Enclosure 2, Draft Preconstruction Services Contract. For example, Construction Contract Commercial General Liability (CGL) insurance requirement in CMAR 506-2.2 B is \$1 million per occurrence with \$2 million annual aggregate, while the Preconstruction Services Contract for CGL requires \$5 million per occurrence and \$10 million aggregate. Please confirm the Insurance requirements stated in the draft Construction Contract are accurate.

The Construction Contract Commercial General Liability (CGL) insurance amounts in the Section 506-2.2 of the Draft Construction Contract were included as examples. The actual CGL insurance requirement for construction will be established during the Design/Pre-Construction Phase and prior to any GMP agreement, based on the overall risk associated with project construction. It is anticipated that this CGL insurance requirement will be at least and likely more than what is being required in the Draft Pre-Construction Service Contract.

33. Enclosure 3, CMAR Section 506-2.2 Insurance requirements, paragraph C discusses Business automobile liability insurance and further states, “This insurance must include bodily injury and property damage coverage arising from CPRA ship, maintenance, or use of all owned/leased automobiles, hired automobiles, and non-owned automobiles used in the performance of the ... Work” Please clarify what CPRA ship this in referring to.

“Ship” in the example contract provided in the RFQ packet refers to any CPRA-owned or contracted floating plant or water-borne equipment.

34. CMAR Request for Qualifications, 9.6 Part E: Construction Phase Approach, 3rd paragraph, states “...This section shall also include a statement of the Respondent’s ability and intent to meet the minimum self-performance requirement of 30% and not exceed the maximum self-performance requirement of 70% of the total cost of construction.” Enclosure1: BA-0153 CMAR Scope of Services, Part 2.17 – GMP Development, second bullet states “The CMAR Contractor shall identify work that the CMAR Contractor proposes to self-perform (which must be between 30% and 60% of the cost of work, measured on a dollar value basis).” Please clarify the maximum percentage the CMAR Contractor can perform, 60% or 70%.

The maximum percentage of work the CMAR Contractor is permitted to self-perform is 70%.

35. With the Pre-Submittal Meeting rescheduled for January 25, 2018, please extend the Deadline for Questions to February 1, 2018.

Per Addendum No. 2, the deadline to receive questions has been extended to February 9, 2018.

36. RFQ Sect.9.6 states self-performed work to be between 30% and 70%. Enclosure 1 Scope of Services, page 17 of 22, states 30% and 60%. Please clarify.

The maximum percentage of work the CMAR Contractor is permitted to self-perform is 70%.

37. The sample preconstruction contract appears to indicate that payments will be made at the milestones indicated. We would request interim invoices/payments be allowed consistent with the documentation requirements stipulated in the preconstruction contract.

Interim invoicing/payments for Pre-Construction Services will be allowed as long as the total invoiced amount does not exceed the Not-to-Exceed amount for the applicable major milestone.

38. Does CPRA's preconstruction services cost (\$13.8M) consider the cost of project specific insurance required in the RSIQ? Given the value and timing of the early milestone payments, it appears this cost is not considered in the milestone payments.

The Not-to-Exceed compensation amount for Pre-Construction Services reflected in the RFQ documents includes all expenses associated with the performance of the required services.

39. Section 9.3 Part B of RFQ, paragraph 2 states that the Senior Project Manager's resume should include at least two (2) projects delivered using CMAR or Progressive Design Build delivery method and at least three (3) projects with a construction value of \$200M or more.

Enclosure 5 (Submittal Requirements Checklist), Part B - Experience and Qualifications of Key Personnel, indicates or otherwise implies that ALL Key Personnel resumes should include at least two (2) projects delivered using CMAR or Progressive Design Build delivery method and at least three (3) projects with a construction value of \$200M or more.

Please clarify which requirement is correct. Recognizing that there are a minimum of 12 Key Personnel identified in Section 7 (page 5) of the RFQ, it could be restrictive to require to same criteria in all resumes.

Resumes for all Key Personnel shall include a minimum of five (5) relevant projects in which they held a key delivery role. Only the Senior Project Manager is required to have had a key delivery role in least two (2) projects delivered using CMAR or Progressive Design Build delivery method and at least three (3) projects with a construction value of \$200M or more.

40. (Draft Pre-Construction Services Contract, Section 6, pg 4) Please provide for mobilization and monthly payments as opposed to payments at each major submittal milestones. A cash flow analysis shows cost exceeding revenues the majority of the preconstruction timeframe due to the significant periods of time between submittal milestones. Also, in light of Section 7, CMAR Contractor may perform a substantial amount of payment which may not be reimbursed if funds are not appropriated in the next fiscal year.

Interim invoicing/payments for Pre-Construction Services will be allowed as long as the total invoiced amount does not exceed the amount for the applicable major milestone.

41. (Draft Pre-Construction Services Contract, Section 8, pg 6) The Commercial General Liability Insurance will not protect "any subcontractor". Subcontractors will need to provide their own insurance. Please consider deleting the following:

"The CMAR Contractor shall maintain during the life of the Contract such Commercial General Liability Insurance which shall protect him, CPRA, and ~~any subcontractor~~ during the performance of work...."

Proposed contract revisions will be considered and addressed once a selection has been made.

42. (Draft Pre-Construction Services Contract, Section 8) Please consider adding a mutual waiver of subrogation. Mutual waivers are standard within the industry and protect CPRA and CMAR Contractor from unnecessary suits.

"The CPRA and the CMAR Contractor waive all rights against each other and their subcontractors, agents and employees, their design professionals, sub-consultants, agents, employees and subcontractors, if any, for damages caused by perils covered by insurance under this Section 8, except such rights as they may have to the proceeds of such insurance. The CMAR Contractor shall require similar waivers from its subcontractors."

Proposed contract revisions will be considered and addressed once a selection has been made.

43. (Draft Pre-Construction Services Contract, Section 9, pg 6) Please revise the Errors and Omissions section to read as follows, as E&O insurance is written on a claims made basis:

"...no less than \$10,000 ~~per occurrence~~ per claim and \$20,000 aggregate."

Proposed contract revisions will be considered and addressed once a selection has been made.

44. (Draft Pre-Construction Services Contract, Section 9, pg 12) In Provision 2, please add language giving CMAR Contractor the opportunity to correct work before immediately being terminated. Suggested language:

"By CPRA as a consequence of the failure of the CMAR Contractor to comply with the terms, progress or quality of work in a satisfactory manner after giving CMAR Contractor an opportunity to propose a plan to correct such work; proper allowance being made for circumstances beyond the control of the CMAR Contractor.

Proposed contract revisions will be considered and addressed once a selection has been made.

45. (Draft Pre-Construction Services Contract, Section 12, pg 9) Please delete Provision 4. "Whatever reason" is extremely broad and could allow CPRA to terminate CMAR Contractor over the passing of member of the firm or a member's decision to leave the firm. Alternatively, allow CMAR Contractor to submit a new person for CPRA's approval before termination.

Proposed contract revisions will be considered and addressed once a selection has been made.

46. (Draft Pre-Construction Services Contract, Section 12, pg 9) Please consider allowing CMAR Contractor the right to suspend work in the event it becomes clear there will not be an adequate appropriation of funds as required in Section 7.

Proposed contract revisions will be considered and addressed once a selection has been made.

47. (Draft Pre-Construction Services Contract, Section 13, pg 10) Provision 13 states "...such party must first elevate the dispute in accordance with the Issue Resolution Matrix attached hereto as Exhibit D." Exhibit D does not appear to be included in the Contract For Construction Management At Risk (CMAR) Preconstruction Services document. Please provide Exhibit D.

Exhibit D will be finalized during contract negotiations once a selection has been made.

48. This section (Contract Documents, Section 504-6, pg 3) requires a three year guarantee for mechanical and electrical (equipment, apparatus, materials, and workmanship). There does not appear to be other sections in the CMAR Contract Documents that addresses the length of time for the project warranty. How long is the project warranty timeframe?

The project warranty periods will be finalized during the Design Phase. It is anticipated that the overall project warranty will be at least one (1) year.

49. (Contract Documents, Section 505-5, pg 4) CMAR Contractor should have the right to recover from CPRA damages which are caused by other CPRA contractors.

Proposed contract revisions will be considered and addressed once a selection has been made.

50. (Contract Documents, Section 506) Please consider adding a mutual waiver of subrogation. Mutual waivers are standard within the industry and protect CPRA and CMAR Contractor from unnecessary suits.

"The CPRA and the CMAR Contractor waive all rights against each other and their subcontractors, agents and employees, their design professionals, sub-consultants, agents, employees and subcontractors, if any, for damages caused by perils covered by insurance under Sections 506-2.2, 506-2.2.1 and 506-2.2.2 of the Contract Documents, except such rights as they may have to the proceeds of such insurance. The CMAR Contractor shall require similar waivers from its subcontractors."

Proposed contract revisions will be considered and addressed once a selection has been made.

51. (Contract Documents, Section 506-2.2 (B), pg 2) Please revise the second sentence of the Commercial General Liability (CGL) section to read as follows:

"The general aggregate loss limit must...."

Proposed contract revisions will be considered and addressed once a selection has been made.

52. (Contract Documents, Section 506-2.2 (B), pg 2) Please delete the second to last sentence of the Commercial General Liability (CGL) section because as stated the requirement cannot be met.

~~If the CMAR Contractor's CGL insurance or other form is a general aggregate limit and products and completed operations aggregate limit is used, then the annual aggregate limits must apply separately to the Project, or the CMAR Contractor may obtain separate insurance to provide the required limit which must not be subject to depletion because of claims arising out of any other project or activity of the CMAR Contractor.~~

Proposed contract revisions will be considered and addressed once a selection has been made.

53. (Contract Documents, Section 506-2.2.2.C, pg 5) Please revise provision C to remove the word "aggregate." This section should apply to all limits, including the occurrence limits. Revisions requested is as follows:

"...except with respect to the ~~aggregate~~ limits of the insurer's liability;"

Proposed contract revisions will be considered and addressed once a selection has been made.

54. (Contract Documents, Section 506-2.2.2(D), pg 5) Please revise provision D to remove "notice by certified mail, return receipt requested" because Contractor's insurance company does not mail in this manner.

Proposed contract revisions will be considered and addressed once a selection has been made.

55. (Contract Documents, Section 506-15, pg 14) Performance and payment bonds do not relate to claims for injuries or damages, but only guarantee performance of the work and payment to subcontractors. We suggest the last sentence of the provision be revised to allow CPRA to withhold retainage or final payment.

Proposed contract revisions will be considered and addressed once a selection has been made.

56. (Contract Documents, Section 506-16, pg 15) Please clarify in the first paragraph what constitutes a past spill and the reporting requirements.

This language will be clarified during contract negotiations.

57. (Contract Documents, Section 506-17, pg 16) With respect to Hazardous Material spills identified in the Contract Documents, CMAR Contractor should be responsible for the remedy costs, but CPRA should acknowledge its generator status and indemnify CMAR Contractor for any liability arising out of such Hazardous Materials. We propose the following language be added:

"CPRA assumes generator status for any and all Hazardous Materials encountered on the Site whether or not identified in the Contract Documents, provided the Hazardous Materials have not been negligently introduced by the CMAR Contractor or any party under the CMAR Contractor's care and control. CPRA shall sign all transportation manifests as generator. CPRA shall indemnify and hold harmless the CMAR Contractor for all losses, damages and expenses arising out of the presence or removal of such Hazardous Materials."

Proposed contract revisions will be considered and addressed once a selection has been made.

58. (Contract Documents, Section 506-23, pg 17) The third paragraph of Section 506-23 should not apply to navigable waters. Please add language stating this is only applicable to the construction zone on land.

Proposed contract revisions will be considered and addressed once a selection has been made.

59. (Contract Documents, Section 507-6, pg 10) Please delete "could" from the last paragraph. The addition of this word implies any remote possibility and the provision should instead be consistent with the standard of care. Suggested language is:

"In no event shall the Contract Time or GMP be adjusted for conditions that ~~could~~ or should have been identified by the CMAR Contractor through its investigation or survey of existing conditions prior to submission and establishment of the GMP and the baseline CPM Schedule."

Proposed contract revisions will be considered and addressed once a selection has been made.

60. (Contract Documents, Section 507-8, pg 11) Please consider adding language making the stipulated damages sole and exclusive. We propose the following language:

"Such stipulated damages shall be CPRA's sole and exclusive remedy for CMAR Contractor's caused delay."

Proposed contract revisions will be considered and addressed once a selection has been made.

61. (Contract Documents, Section 508-4.2, pg 10) Please delete "could" from the last paragraph. The addition of this word implies any remote possibility and the provision should instead be consistent with the standard of care. Suggested language is:

"In no event shall the Contract Time or GMP be adjusted for conditions that ~~could~~ or should have been identified by the CMAR Contractor through its investigation or survey of existing conditions prior to submission and establishment of the GMP and the baseline CPM Schedule."

Proposed contract revisions will be considered and addressed once a selection has been made.

62. (Contract Documents, Section 508-8.2, pg 17) Please clarify why this provision only applies to work CMAR Contractor self perform work.

Proposed contract revisions will be considered and addressed once a selection has been made.

63. (Contract Documents, Section 508-4.1.5, pg 9) Please consider revising this section to read:

"...shall either be charged to CPRA's allowance or result in an increase to the base GMP, in the sole discretion of CPRA subject to CMAR Section 506-26..."

Proposed contract revisions will be considered and addressed once a selection has been made.

64. (Contract Documents, Section 508-4.6, pg 11) Articles (A) through (E) provide for force account payment for the different direct costs that may be involved in items of work directed to be performed by force account. However under article (F) it states that "no additional CMAR Contractor cost reimbursement will be made for general superintendence, small tools, or craft specific toll allowances, or other direct or indirect cost not specifically included in CMAR section 508-4.6 (A) through (E)". There is no provision for payment of indirect cost or margin in articles A-E. Will the indirect cost and margin associated with force account work be paid in accordance with the percentages established in section 3.0 (Compensation)?

Proposed contract revisions will be considered and addressed once a selection has been made.

65. Please consider adding a mutual waiver of consequential damages. This is especially important if stipulated damages not deemed to be sole and exclusive.

"Consequential Damages. Notwithstanding any other provisions of this Agreement and to the fullest extent permitted by law, the CPRA and CMAR Contractor, on behalf of themselves, their parent companies if applicable, their affiliates and their directors, officers and employees, mutually waive all claims against the other for any loss of funding, loss of profits, loss of opportunity, and any other special, consequential or indirect losses."

Proposed contract revisions will be considered and addressed once a selection has been made.

66. The RFQ, Section 9.2 Part A, Financial Information states that, "If a corporation, or JV member is not a public company, it may request that the information be treated confidentially by CPRA. Financial records should be included in an appendix and will not be considered in page limit." Please confirm that it is acceptable to place one (1) copy of Confidential financial information in a separate envelope, labeled as "Confidential" and include as an appendix.

Respondents may submit seven (7) copies of financials in seven (7) separate envelopes as part of their Statement of Qualifications (SOQ). Each envelop should be clearly identified with the Respondent's name and marked "Confidential – Financial Documentation". Each page of the financial documents provided should be marked "Confidential".

67. The RFQ, Section 9.3 Part B, second paragraph states, "Resumes should be submitted as part of the EQF-1 form and will not count towards the page limit for this section." The EQF-1 form, section 12, includes a one page form, entitled, "Brief resume of key personnel anticipated to work on this contract." Please clarify if we are to input our personnel information into this form as each personnel's resume, or if we are to complete this form for each person and also provide a separate resume in our corporate format? Is this form the template CPRA wants our resume to be in or is this in addition to each company's format?

Respondents will submit resumes of Key Personnel as specified in Section 7.0 of the RFQ (limited to two (2) pages) as part of their EQF-1 form packet and these will not count against the page limit for this section. It is not CPRA's intent to have separate resumes in the Respondent's corporate format included in the Statement of Qualifications (SOQ).

68. Enclosure 2, Draft Pre-Construction Contract, section 6 states, "Amounts payable at each major submittal milestone shall not exceed the following:" This draft Contract is structured essentially on a time and material cost not to exceed \$13,800,000 basis, as stated in the first paragraph of section 6. If the CMAR Contractor is able to save or not utilize the full amount of any initial milestone amount, such as the Basis of Design amount, please confirm any unused portion of that milestone is available to CMAR Contractor to utilize for future milestones which may be exceeded, such as the 60% or 90% milestones and that the CMAR Contractor's total compensation for Pre-Construction services is limited to \$13,800,000 and not the individual

milestone payments.

CPRA will consider adjusting the Not-to -Exceed amounts for individual milestones during contract negotiations if the CMAR Contractor is able to justify the changes provided that the sum of the milestone Not-to-Exceed amounts does not exceed \$13,800,000.

69. The RFQ, Section 9.3 Part B, sixth paragraph regarding the Hudson Initiative, states, “Failure to provide required documentation and certifications in the submittal will lead to award of 0 of 10 points available.” This section does not specify what documentation is required to provide. Please specify what is the required documentation needed in our proposal to receive the 10 points available.

Respondents shall submit evidence of the Hudson Initiative small entrepreneurship certification status of applicable prime and subcontractors.

70. Enclosure 2, Draft Pre-Construction Contract, section 10, first paragraph, second sentence is incomplete. Please clarify the intent of this sentence.

The intent of this sentence is to give examples of delays occasioned by events or circumstances beyond the CMAR Contractor’s control that may justify a request by the CMAR Contractor for an extension of the contract duration.

71. Enclosure 2, Draft Pre-Construction Contract, section 12, third paragraph states, “If for any reason, CPRA wishes to suspend this Contract, it may do so by giving the CMAR Contractor thirty (30) days written notice of intend to suspend.” This section does not limit the duration of suspension. Please clarify what the maximum duration of suspension CPRA may direct before the Contract is Terminated or resumed.

This will be clarified during contract negotiations.

72. Enclosure 3, Draft Construction Contract, section 3.2 Construction Phase Margin/Fee has four subsections. The first, 3.2.1 states the Owner will pay CMAR a margin equal to ____ Percent (%) of the Cost of Work, as defined herein... the second subsection, 3.2.2 states, “Based on the anticipated GMP and allowances in Paragraph 3.1, the margin (in its entirety) would be the total stipulated amount of: (\$____)” Please clarify the intent of these two paragraphs. Is margin first calculated as a percentage of cost, then it becomes a lump sum or stipulated amount unless a change in scope provides for equitable adjustment?

This will be clarified during contract negotiations.

73. Enclosure 3, Draft Construction Contract, section 3.4.2 states, “The limit on allowable reimbursements of indirect costs will not be adjusted for changes to the Project that do not change the Guaranteed Maximum Price and/or the critical path CPM.” Please provide clarification of the “and/or” in this sentence. We believe the intent is that indirect cost may be adjusted for changes that change the GMP or the CPM schedule.

This will be clarified during contract negotiations.

74. Enclosure 3, Draft Construction Contract, section 3.4.3 appears to conflict completely with 3.4.2. Please clarify the intent of this paragraph and provide a definition for “substantial” as used in the last sentence, “Such approval will normally only be given if there is a substantial change in the scope of the Project.”

This will be clarified during contract negotiations.

75. Enclosure 3, Draft Construction Contract, CMAR Section 502-1, second paragraph states, “The CMAR Contractor further agrees the phase and sequencing is agreeable as the best alternative for the Work to be performed with no additional cost or cost savings to be considered as a result of

any changes after execution of this Contract.” Please clarify what phase and sequencing is referring to, the CPM schedule? Please also clarify that if CPRA changes the phase and sequencing after the GMP and CPM schedule is agreed upon that it constitutes a compensable change.

This will be clarified during contract negotiations.

76. Enclosure 3, Draft Construction Contract, CMAR Section 505-1, fourth paragraph provides 9 events which provide CPRA’s Project Manager the authority to suspend the Work, wholly or in part, or withhold progress payments. No. 8 is because of unsuitable weather. Please clarify this will not be the basis for withholding progress payments.

Progress payments will not be withheld due to weather delays.

77. Enclosure 3, Draft Construction Contract, CMAR Section 508-1.1 states, “The Schedule of Values in the approved GMP documents will be used as a basis for payment as the Work performance in accordance with the Standard Specifications for Roads and Bridges latest Edition and this contract.” Section 508-2 states that pay applications shall be based upon the Schedule of Values and be in an amount determined by the percentage of completion of the Work in the month being billed. Please clarify if it is the intent of these clauses to limit CMAR Contractors payment to the individual Schedule of Values in addition to the Guaranteed Maximum Price? If the CMAR Contractors Actual Cost overruns an individual Schedule of Values item, but the Actual Cost is less than the GMP, will the CMAR Contractor be paid the Actual Cost amount over the Schedule of Value item?

This will be clarified during contract negotiations.

78. Enclosure 3, Draft Construction Contract, CMAR Section 508-2.4.1, third paragraph states, “Payment may be made for the invoice price for the materials, which must not exceed 85% of the PC which includes the materials.” Please define “PC”.

This will be further defined during contract negotiations.

79. Enclosure 3, Draft Construction Contract, section 3.3.1 Cost of Equipment specifies how the CMAR Contractor shall develop Equipment Rates and we believe CPRA intends to pay for equipment at the rates established for the actual time utilized on the Project. However, CMAR Section 508-2.4.4 states, “CPRA will not pay for direct costs of equipment used to construct the Project. The CMAR Contractor shall allocate costs for equipment, whether new, used, or rented, as part of the pay items with which the equipment is associated.” Please clarify how CPRA will pay the CMAR Contractor for Equipment used on the Project.

This will be clarified during contract negotiations.

80. Enclosure 3, Draft Construction Contract, CMAR Section 508-6, sixth paragraph, starting with “Damage”. The second sentence in this paragraph is incomplete. Please clarify this paragraph.

This will be clarified during contract negotiations.

81. Enclosure 3, Draft Construction Contract, CMAR Section 501-3, the definition of Guaranteed Maximum Price (GMP) states, “The total itemized dollar amount negotiated between the CMAR Contractor and CPRA for constructing the Project or portions thereof. The CMAR Contractor agrees to construct the Project for this amount or less.” CMAR Section 508-1 states, CPRA shall pay the CMAR Contractor for the Work in this Contract and the CMAR Contractor shall accept the actual cost of Work as detailed in the GMP documents; provided, however, that the sum of the actual cost of work in accordance with the GMP shall not exceed the GMP as originally fixed or as adjusted from time to time as provided in this contract. The Contract does not address GMP cost savings. The CMAR Contractor has the risk of the actual cost exceeding the GMP, will

CPRA consider sharing in actual cost savings below the GMP with the CMAR Contractor.

CPRA will consider sharing the cost savings below the GMP with the CMAR Contractor. This will be addressed during contract negotiations.

82. Section 2.1.3 of the Scope of Services states the contractor shall use commercial off-the-shelf estimating software, and then lists three different acceptable software. Will the contractor be allowed to use a commercial off-the-shelf estimating software that is not one of the three listed, such as Hard Dollar?

Respondents may propose to use a commercial off-the-shelf cost estimating software with similar capabilities that is not listed in the RFQ. Approval will be at the discretion of CPRA.

83. The second bullet of Section 2.1.7 of the Scope of Services states the CMAR contractor can self-perform up to 60% of the cost of work, which appears to be in conflict with the RFQ Section 9.6 which states a not to exceed self-performance requirement of 70% of the total cost of construction. Please validate the maximum percentages of self-perform work allowed and clarify the difference, if any, between the terms "cost of work" and "cost of construction".

The maximum percentage of work the CMAR Contractor is permitted to self-perform is 70%. There is no difference between "cost of work" and "cost of construction" for purposes of calculating the percentage of work being self-performed.

84. Has an Independent Cost Estimator (ICE) been selected? If so, please disclose the firm.

An Independent Cost Estimator (ICE) Contractor has not been selected.

85. According to the Pre-Construction Services Contract, Section 6, invoices shall be submitted for actual costs incurred according to the rate sheet contained in Exhibit C. Exhibit C was not provided as part of the original RFQ package. Will Exhibit C be provided prior to SOQ submission, or negotiated after the CMAR contractor is chosen?

Rates are required to be cost reasonable and will be established during contract negotiations. These rates will be reflected in Exhibit C once they are finalized.

86. According to the Pre-Construction Services Contract, Section 6, the full compensation for the preconstruction services is a non-negotiated, not-to-exceed \$13.8M, and appears to be broken down into not-to-exceed submittal milestones. Additionally, Section 6 states that the invoices shall be submitted for actual cost incurred according to the rate sheet contained in Exhibit C. Will the pre-construction compensation be governed by the individual milestone not-to exceed amounts, or the total \$13.8M not to exceed amount?

Compensation for Pre-Construction Services will be governed by both the milestone and overall Not-to-Exceed amounts.

87. According to the instructions of Form EQF-1, the Respondent and any subcontractors must submit a fully completed EQF-1 form. To clarify, is the intent for all subcontractors, including Hudson Initiative subcontractors, to fill out a complete EQF-1 form? Or shall the Respondent, (each prime firm, if applicable) complete EQF-1 form and list the subcontractors under block 11?

The Respondent and all of their subcontractors should complete an EQF-1 Form to be included in the Statement of Qualifications (SOQ) submitted.

88. According to the instructions of Form EQF-1, if the Respondent is participating as a joint venture, each prime firm should complete a separate EQF-1 form. Is the intent for blocks 10, 11, 12, 13 and 14 to include the identical information for each of the prime firms, or should the individual prime firms

list off only the personnel, subcontractors, project experience and key personnel specific to their individual firm?

The Respondent's individual prime firms and any subcontractors, as applicable, should include the personnel subcontractors, project experience and Key Personnel specific to their individual firm.

89. Under the RFQ, Section 9.1 it states the respondent shall submit a cover letter describing the company and its commitment to success to the Project. Is this cover letter intended to be the same document as the transmittal letter submitted with the SOQ response under the RFQ section 10.0?

No.

90. Due to the time it takes to obtain a Contractor's license for a JV in the State of Louisiana, we may either need the SOQ response date to be postponed or have the ability to obtain a JV Contractors license after the SOQ Response Date.

According to Section 1103, Part C of the State of Louisiana Contractors Licensing Law and Rules and Regulations: "When two or more contractors bid as a joint venture on any project in the amount for which a license is required with R.S. 37:2150 et seq., all parties are required to be licensed at the time the bid is submitted. Each party to the joint venture may only perform within the applicable classifications of the work of which it is properly classified to perform."

91. Section 8 of the preconstruction contract indicates insurances are required prior to commencement of work on the contract. Section 9.9 of the RSIQ indicates insurance certificates of insurance are to be included as part of the "Standard Forms and Supporting Documentation" section of the Statement of Qualifications. The submittal requirements checklist does not list insurance certificates as being required. Some of the insurances required for the preconstruction phase are likely to be purchased via project-specific policies which will not be in place until after the contract is awarded. Please confirm insurance certificates are not required to be included in the respondent's Statement of Qualifications, and will instead be required prior to commencement of work on the contract.

Insurance certificates are not required as part of the SOQ. Once selected, the CMAR Contractor shall not commence work without the insurance required per their Contract.

92. Amendment 2 Section 9.0 appears to treat JV's and multiple-member LLC's differently with respect to project experience, etc. JV's are, by definition, multiple-member entities. Why would a multiple-member LLC not have the benefit of its members' experience whereas a JV would? Given that the majority of construction LLC's are formed to respond to specific solicitations, a strict reading of 9.0 as currently written would not allow any LLC to capture significant experience for the proposal submission - since it cannot rely on the experience of its member firms. This approach unfairly prejudices a newly formed LLC, but not a newly formed JV. Please clarify appropriately to allow LLC's to use member experience, etc., similar to JV's.

CPRA will only consider the past project experience and performance of the Respondent.

In the case of a Joint Venture (JV), CPRA will consider the past project experience and performance of each member of the JV, as each JV member will be a signatory to the contracts with CPRA.

In the case of a Limited Liability Company (LLC), CPRA will consider the past project experience and performance of the LLC and not its members, as the LLC is a separate legal entity from its members and the LLC's members will not be signatories to the contracts with CPRA.

93. Paragraph 2.1.3 of the preconstruction scope of services lists acceptable estimating software packages, but omits HCSS from the list. HCSS is the predominant estimating software in the heavy

civil construction industry. Please include HCSS in the list of acceptable estimating software packages.

HCSS cost estimating software would be acceptable.

94. Section 6 of the preconstruction contract indicates a milestone payment approach will be used in conjunction with a time and materials type of contract (reimbursement based on actual cost using negotiated billing rates). The use of a milestone payment approach potentially places undue financial burden on the CMAR, in that it (1) prevents the CMAR from being paid in a timely manner for services rendered and (2) places limits on reimbursement during each milestone period of the preconstruction phase that do not align with actual cost incurred. We request the milestones be eliminated and monthly invoices be allowed based on actual costs incurred (using negotiated labor rates, per the preconstruction contract).

CPRA will consider adjusting the Not-to -Exceed amounts for individual milestones during contract negotiations if the CMAR Contractor is able to justify the changes provided that the sum of the milestone Not-to-Exceed amounts does not exceed \$13,800,000. Interim or monthly invoicing/payments for Pre-Construction Services will be allowed as long as the total invoiced amount does not exceed the Not-to-Exceed amount for the applicable major milestone.

III. RFQ REVISIONS

NONE.

END OF ADDENDUM NO. 3