



State of Louisiana

JOHN BEL EDWARDS
GOVERNOR

December 10, 2018

ADDENDUM NO. 2

TO: ALL POTENTIAL PROPOSERS
RE: RFQ #: 2503-19-03, Mid-Breton Sediment Diversion Project (BS-0030)
Construction Management at Risk (CMAR) Contractor

REVISED PROPOSAL DUE DATE: JANUARY 17, 2019 @ 3:00PM

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

I. QUESTIONS AND RESPONSES

1. Q. Is there any existing studies/documents of geotechnical importance available for our review. In the existing document “April 2015 Independent Technical Design Review draft report” it mentions on page B1 “Appendix B – Comment review Tables” geotechnical report.

<http://coastal.la.gov/mid-breton-existing-documents/>

[April 2015: Mid-Breton Sound Sediment Diversion Independent Technical Design Review](#)

- A. The link that is referenced in this question accesses the draft report for the “Mid-Breton Sound Independent Technical Design Review”. A Geotechnical Report was not included in the scope of this effort. The link has been updated to include the final report, which does not include any references to a Geotechnical Report. The updated link is shown below and has been updated on the CPRA website.

Updated Link: [January 2016: Mid-Breton Sound Sediment Diversion Independent Technical Design Review](#)

2. **Q.** Due to the recent Thanksgiving holiday and the upcoming holiday period in December which effectively eliminates a three week work period, we request a three week extension to the current due date of January 10, 2019.
- A.** **The current proposal due date has been extended until January 17, 2019. See Part II for revised Schedule of Events.**
3. **Q.** There is no contractual protection for the CMAR Contractor in the event the CPRA fails to tender payment of undisputed amounts owed to CMAR Contractor. Please consider including a contract provision providing that the CMAR Contractor shall have the right to stop Work if CPRA fails to make an undisputed payment within 30 days after the CPRA's receipt of notice of nonpayment from CMAR Contractor. Furthermore, any such work stoppage shall be considered a suspension for convenience and CMAR Contractor will be entitled to an adjustment to the GMP and extension of Contract Time.
- A.** **Proposed contract revisions will be considered and addressed once a selection has been made. Per Section 9.10 of the RFQ, "The Respondent may provide proposed modifications to the contract that the Respondent wishes to discuss during the negotiation period. CPRA reserves all rights to reject any and all modifications to the contract that are not in CPRA's best interest or that CPRA solely determines is not in the best interest of the Project."**
4. **Q.** There are two DSC provisions (CMAR 502-1 and CMAR 504-7). Which one governs?
- A.** **CMAR 502-1 governs.**
5. **Q.** CMAR 505-5 - Please modify or delete the last paragraph of Section 505-5 of the draft construction services agreement, as this risk cannot be properly managed by the CMAR Contractor aside from carrying contingent dollars to address exposure from delays or losses caused by other CPRA contractors with which the CMAR Contractor has no contractual relationship.
- A.** **Proposed contract revisions will be considered and addressed once a selection has been made. Per Section 9.10 of the RFQ, "The Respondent may provide proposed modifications to the contract that the Respondent wishes to discuss during the negotiation period. CPRA reserves all rights to reject any and all modifications to the contract that are not in CPRA's best interest or that CPRA solely determines is not in the best interest of the Project."**
6. **Q.** CMAR 506-16 – Confirm that as between CPRA and CMAR Contractor, CPRA will be considered the "generator" of pre-existing HAZMAT.
- A.** **Proposed contract revisions will be considered and addressed once a selection has been made. Per Section 9.10 of the RFQ, "The Respondent may provide proposed modifications to the contract that the Respondent wishes to discuss during the negotiation period. CPRA reserves all rights to reject any and all modifications to the contract that are not in CPRA's best interest or that CPRA solely determines is not in the best interest of the Project."**

7. **Q.** CMAR 507-8 – Please provide the stipulated damages amount along with a cap on such damages and a clear statement that stipulated damages shall be CPRA’s sole and exclusive remedy for CMAR Contractor’s unexcused failure to achieve Substantial Completion or Final Acceptance.
- A.** **Proposed contract revisions will be considered and addressed once a selection has been made. Per Section 9.10 of the RFQ, “The Respondent may provide proposed modifications to the contract that the Respondent wishes to discuss during the negotiation period. CPRA reserves all rights to reject any and all modifications to the contract that are not in CPRA’s best interest or that CPRA solely determines is not in the best interest of the Project.”**
8. **Q.** CMAR 507-9 – Please specify a cure period of no less than 30 days.
- A.** **Proposed contract revisions will be considered and addressed once a selection has been made. Per Section 9.10 of the RFQ, “The Respondent may provide proposed modifications to the contract that the Respondent wishes to discuss during the negotiation period. CPRA reserves all rights to reject any and all modifications to the contract that are not in CPRA’s best interest or that CPRA solely determines is not in the best interest of the Project.”**
9. **Q.** Please add the following language to the Contract: *“Notwithstanding anything to the contrary in this Contract, neither the CPRA nor CMAR Contractor shall be liable to the other for any consequential, indirect, or special damages they incur resulting from the performance of this Contract.”*
- A.** **Proposed contract revisions will be considered and addressed once a selection has been made. Per Section 9.10 of the RFQ, “The Respondent may provide proposed modifications to the contract that the Respondent wishes to discuss during the negotiation period. CPRA reserves all rights to reject any and all modifications to the contract that are not in CPRA’s best interest or that CPRA solely determines is not in the best interest of the Project.”**
10. **Q.** Please add the following language to the Contract: *“CMAR Contractor’s maximum aggregate liability under this Contract is limited to 50% of the GMP.”*
- A.** **Proposed contract revisions will be considered and addressed once a selection has been made. Per Section 9.10 of the RFQ, “The Respondent may provide proposed modifications to the contract that the Respondent wishes to discuss during the negotiation period. CPRA reserves all rights to reject any and all modifications to the contract that are not in CPRA’s best interest or that CPRA solely determines is not in the best interest of the Project.”**
11. **Q.** Please provide any existing studies/documents of geotechnical importance available for our review. In the existing document “April 2015 Independent Technical Design Review draft report” it mentions on page B1 “Appendix B – Comment review Tables” geotechnical report.
- A.** **See response to Question #1**

II. RFQ REVISIONS

Section 15.0 Schedule of Events: Delete this section and replace with the following:

The current schedule for the selection process activities is provided in the table below:

<i>Advertisement Period</i>	<i>October 23, 2018 – January 17, 2019</i>
<i>Pre-Submittal Meeting</i>	<i>November 13, 2018 @ 10:00 am</i>
<i>Deadline for Questions</i>	<i>November 30, 2018 @ 3:00 pm</i>
<i>CPRA Responses to Questions</i>	<i>December 10, 2018</i>
<i>SOQ Responses Due</i>	<i>January 17, 2019 @ 3:00 pm</i>
<i>Selection Committee Review</i>	<i>January 17, 2019 – March 13, 2019</i>
<i>Oral Presentation Notification</i>	<i>February 22, 2019</i>
<i>Tentative Date for Oral Presentation(s)</i>	<i>March 12-14, 2019</i>
<i>Announcement of Selected CMAR Contractor</i>	<i>April 17, 2019</i>
<i>Contracting/Negotiation/Award Period</i>	<i>April 17, 2019 – June 18, 2019</i>
<i>Target Notice to Proceed</i>	<i>June 19, 2019</i>

END OF ADDENDUM NO. 2