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Addendum Number 3
Request for Proposal 21-08-208877
Bird Creek Pony Truss CMGC

This addendum is being issued to provide information as follows:

Questions/Answers:

1. **Q:** 1. Section 6.1.10 “Construction Fee Proposal”, includes the following statement ~
The prime contractor will be permitted a 5% fee (not the proposed fee) for subcontractor work or subcontractor-supplied materials.

Will the fabricator of the TPG bridge and bearings be considered a “subcontractor”? In other words, will the prime contractor be limited to a 5% fee on the supply/fabrication of the TPG bridge & bearings?

A: Through the Pre-Construction Phase of the project, details of construction and material purchases will be further defined. If the TPG bridge and bearings are deemed as a Long Lead-Time Procurement, Appendix A, LLTP GMP will apply.

2. **Q:** Section 5.9 indicates resumes are not part of the page count. Does this mean the requirements included under 6.1.5 Proposed Project Staff are NOT part of the page count and instead go into a resume for each person?

More specifically, the information requested in 6.1.5 is similar to what would be included in the resumes. We wanted to confirm if resumes were expected to be part of an appendix (i.e. not included in the 15-page maximum proposal) or if it would be acceptable to NOT include resumes and just fulfill the requirements in 6.1.5, which would be part of the 15-page maximum? NOT including resumes in an appendix would be more typical as the information is mostly redundant.

A: Reference Section 5 – Proposal Information, Conditions, Instructions and Format; Item 9. Proposal Format; letter a. Remove the reference to resumes. Resumes are not requested for this solicitation. Per Section 6.1.5, a response prepared specifically for this proposal is required. Marketing resumes often include non-relevant information which may detract from the evaluation of proposal.

3. **Q:** Estimating to submit RFI: With respect to damages, ARRC has clarified that Contractor would in any proper termination for default, for example, be liable for any

LDs, and, liable for any costs of procurement and costs in excess, all of which are direct damages. With respect to indirect damages, please confirm whether the Parties will mutually waive all consequential, special, punitive exemplary and indirect damages, or explain what is intended.

A: ARRC believes the Contract Documents speak for themselves, and are standard ARRC provisions for construction contracts. Typically, an explicit waiver of indirect or consequential damages would not benefit ARRC and; therefore, ARRC is not able to authorize such waiver.

4. **Q:** Estimating to submit RFI: The RFP and General Conditions provide that ARRC may terminate for default, with 15 days written notice. Please confirm that the written fifteen day period is intended to allow the Contractor to commence and then continue cure without interruption until complete, or explain what is intended.

A: Sec. 7.2 of the RFP, entitled Termination of Pre-Construction Services, states that ARRC may terminate the contract with the CM/GC Contractor if Pre-Construction services and coordination are not provided as negotiated or expected, or for convenience, upon a 15 day written notice. Also, Sec. 3.9 of the RFP states that if the contract is terminated after the award of the construction phase to CM/GC Contractor, then the procedures in the general conditions would be followed. The General Conditions, Article 14, lays out situations in which the work may be suspended or terminated, including in cases of default by the contractor and termination for convenience.

5. **Q:** Estimating to submit RFI: Section 3.8 of the RFP provides that ARRC can terminate the CM/GC services in the event a Construction Service Cost Proposal and Contract cannot be negotiated and executed. If there is a known time period for such negotiations, please identify the period duration in days.

A: The duration appears to be within ARRC's administrative discretion and a minimum of 30 days is the typical timeframe used.

6. **Q:** Estimating to submit RFI: Please confirm that following conversion by Owner/Client of any Termination for Default to a Termination for Convenience in which Contractor engages counsel for the purpose, Owner shall reimburse Contractor for such reasonable and necessary legal costs.

A: This question would be governed by Sec. 14.4 of the CM/GC General Conditions, entitled "Convenience Termination." That section specifically lays out which costs would and would not be reimbursable in the event of termination for convenience.

7. **Q:** Estimating to submit RFI: In the Standard Contract, Article 5.4.1 on p. 10 of 28 properly defines liquidated damages (LDs) as being related to substantial completion, when the Owner can take beneficial occupancy of the Project. Article 5.4.2, references the "final completion" and not the "substantial completion" date with respect to LDs.

Please revise Article 5.4.2 to reflect the "substantial completion date" or explain how assessing LDs at the same rate past substantial completion is not a penalty and therefore unenforceable.

A: This project is being solicited as a CM/GC project, changes to LDs for the Construction Phase may be further developed during the Pre-Construction Phase of the project. Changes, if any, will be captured in the Construction Phase documents which the CM/GC Contractor has input.

8. **Q:** Estimating to submit RFI: Typically, there is a cap on LDs, but here none is specified. What, if any, dollar cap is ARRC envisioning on LDs to help price the risk of delay?

A: Changes to LDs for the Construction Phase may be further developed during the Pre-Construction Phase of the project. Changes, if any, will be captured in the Construction Phase documents prior to requesting the GMP from the Construction Contractor.

9. **Q:** Estimating to Submit RFI: With respect to Addendum 2 response 6, as most CMs are not Hazardous Material Abatement and Remediation firms and as the likelihood would be that Contractor would not be designated the Responsible Party by the Alaska Department of Environmental Conservation (ADEC) for pre-existing HAZMAT if encountered, is there any indication of the general type or nature of HAZMAT that might be encountered or will the Parties address that when and if such materials are encountered and as an out-of-scope modification and added Work in consultation with ADEC?

A: As previously stated, this will be determined/addressed during the Pre-Construction Phase of the contract. If it's determined that HAZMAT materials exist or would exist, it would be appropriately addressed as part of the Construction Phase documents.

This addendum responds to all remaining questions to date; ARRC is not taking any further questions.

Acknowledge receipt of this and all addenda in your firm's Service Bid Form (Form 395-0132).

Sincerely,

Michele Hope

Michele Hope
Contract Administrator
Alaska Railroad Corporation