ITEM NO. 1: RFQ QUESTIONS and RESPONSES
Responses to Questions 1 through 24 fielded during the RFQ Pre-Proposal Conference or received via email prior to the issuance of Addendum 6 were issued via Addendum 6. Included herein are responses and/or clarifications to RFQ Questions 25 through 37 as follows:

QUESTION 25: Are they going to issue the plans with floor finishes?
RESPONSE 25: For the purposes of this RFQ and Construction Management selection process, floor finishes have not been finalized or deemed relevant for the contracting of these services. Floor finishes will be included with the further development of design.

QUESTION 26: The Cost Proposal includes Exhibit 12 – Construction Fee Worksheet – and Exhibit 13 – CM@R Staffing and Site Office Costs. Exhibit 11 (Pre-Construction Fee Worksheet) is not mentioned. Where should we include costs for Exhibit 11 in our Cost Proposal?
RESPONSE 26: Addendum No. 6, Item No. 2, Response 8 notes that in Tab 12 of RFQ, subsection 12.2.2, page 26, Exhibit 11 shall be completed by the successful Proposer following the award of the Part A: Pre-Construction Services contract. The purpose of Exhibit 11 is to establish anticipated man-hours for the delivery of these services and the tracking / invoicing of Part A: Pre-Construction Services. Exhibit 11 is not a part of the Cost Proposal.

Question 27: You edited the AIA A201 clause waiving consequential damages to expressly reserve your rights to be paid both liquidated damages and consequential damages at the same time.
Response 27: Incorrect. Addendum No. 6, Item No. 7 modifies Addendum No. 4, Exhibit 9 (AIA A201-2017, Section 15.1.6) in that “The Owner and Construction Manager waive Claims against each other....”.
that the last paragraph of this subsection remains unchanged. This modification does not preclude the assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

a. Will the Owner be negotiating this contract prior to signing it?
   Response to a: The Part B: Construction Services contract will be subject to negotiation once the GMP Proposal is submitted. The Part A: Pre-Construction Services (design assist) contract will not.

b. Will the owner revert to unmodified AIA language?
   Response to b: No, the provisions of the contract as modified by the Owner will not revert back to unmodified AIA language.

c. In the event the Owner refuses to modify section 15.1.6 and waive the consequential damages, please tell us how much revenue per bed per day you anticipate receiving for the facility.
   Response to c: Addendum No. 4, Exhibit 9 (AIA A201-2017), Section 15.1.6 has been modified as described in Addendum No. 6, Item No. 7.

d. In the event the Owner refuses to modify section 15.1.6 and waive the consequential damages, please tell us what other consequential damages and how much per day would apply to your facility in the event of late delivery.
   Response to c: Addendum No. 4, Exhibit 9 (AIA A201-2017), Section 15.1.6 has been modified as described in Addendum No. 6, Item No. 7.

Question 28: Confirm as discussed during the Pre-Proposal meeting that the project AFC = $85,000,000 plus 5% Contingency (4% Owner; 1% Contractor) or $89,250,000 represents the TOTAL Budget to complete the project.
   Response 28: The total Available Funds for Construction (AFC) are $85,000,000. It is anticipated that the specified 5% contingency ($4,250,000) will be included in the Part B: Construction Services contract in order to address changes to the work where approved / authorized by Owner and/or as described in the contract documents.

Question 29: Addendum No. 4 – AIA A201 Article 11.3.1.1 – Professional Liability Coverage states: “…Professional Liability Insurance shall be furnished by the Construction Manager based on an AFC (Construction Cost) of $16,792,753 and a minimum limit of liability of $2,000,000…” Please confirm the Construction Cost for this section since it does not align with the AFC set forth for this project.
   RESPONSE 29: As clarified in Addendum No. 6, Item No. 2, Response 18, Professional Liability Insurance shall be based on an AFC (Construction Cost) of $85,000,000 and a minimum Limit of Liability of $2,000,000.

Question 30: Please confirm and provide an Example AIA A133 Exhibit A – GMP Amendment Document will be utilized to incorporate the GMP(s) into the CMAR Contract.
   Response 30: Disregard reference to Amendment 1 or GMP Amendment. The GMP Proposal will be the basis for the Part B: Construction Services contract award.

Question 31: Please confirm that items listed in RFQ Section 1.3 – Work to Support an Accelerated Schedule will be incorporated into the Part A Scope of Services via Exhibit A A133 GMP Amendment (Intermediate GMP Amendments) in addition to the Pre-Construction Services Fee of $125,000?
   RESPONSE 31: Addendum No. 6, Item No. 2, Response 22 clarifies that Advance Construction Start construction activities may be amended into the Part A: Pre-Construction Services contract accompanied by a mutually agreed to increase / adjustment in the contract time and dollar value.
Question 32: RFQ Section 1.4.1.2 – Confirm “Office of Juvenile Justice, Monroe Campus is a typo.
Response 32: Addendum No. 6, Item No. 2, Response 12 clarifies that these references should be specific to this RFQ and Department of Corrections and Replacement of Flood-Damaged Facility, LCIW.

Response 33: The labor burden rate (or %) is a multiplier to account for payroll expenses over and above the Direct Personnel Expense, examples of which include FICA, SUTA, payroll taxes, workman’s compensation, etc. that are to be calculated with the Staff DPE (or Direct Personnel Expense).

Response 34: It is anticipated that site office consumables and utilities will be shared to a very limited degree with Owner, Program Manager…..etc. Budgets and/or costs will not be provided for these items.

Response 35: RFQ Exhibit 17 CPM Schedule Requirements, page 68 states that Float time belongs to the Owner.

Response 36: Addendum No. 6, Item No. 2, Response 22 clarifies that Advance Construction Start construction activities may be amended into the Part A: Pre-Construction Services contract accompanied by a mutually agreed to increase / adjustment in the contract time and dollar value.

Response 37: Addendum No. 3, Exhibit 8 (AIA A-133-2009) states that “Positive variances between the Cost of the Work included within the Construction Manager’s GMP Proposal........and the actual Cost of the Work shall remain within the Construction Manager’s controlled portion of the GMP until such time as 90% of the Project Cost of the Work has been established........upon which time the positive variances shall be transferred to the Owner’s Contingency. To clarify, only the net positive variance shall be transferred to the Owner’s Contingency. The Construction Manager would be at risk and responsible for any net negative variance.

ITEM NO. 8: ACKNOWLEDGMENT of RFQ ADDENDA
The revised Acknowledgment of RFQ Addenda form is included herein for use in submitting the Proposal (Statement of Qualifications). This form should be filled out and included within the bound Proposal which is due by no later than 4:00 pm local time, Monday, February 10, 2020.

END OF ADDENDUM
ACKNOWLEDGMENT of RFQ ADDENDA

This form should be filled out, signed / dated, and included within the Proposal (Statement of Qualifications). The Proposer’s Authorized Representative shall initial the blanks provided as acknowledgement of receipt of Addenda.

Addendum No. 1
Addendum No. 2
Addendum No. 3
Addendum No. 4
Addendum No. 5
Addendum No. 6
Addendum No. 7
Addendum No. 8

By: ______________________________________
   Authorized Representative Signature

Name ______________________________________
   Print or Type

Representing ______________________________________
   Print or Type

Date ______________