



ADDENDUM NO. 5

REQUEST FOR QUALIFICATIONS

**PART A: PRE-CONSTRUCTION SERVICES and
PART B: CONSTRUCTION SERVICES (Construction Manager at Risk)**

**Laboratory Renovations
Medical Education Building
LSU Health Sciences Center
New Orleans, Louisiana
Project No. 19-604N-21-02, F.19002360**

July 21, 2022

ITEM NO. 1: Addendum 1 – Exhibit A

DRAFT FORM of AGREEMENT between OWNER and CONSTRUCTION MANAGER as CONSTRUCTOR (AIA A133-2009 as modified by Owner)

Change Item 2.1.7 to read as follows:

§ 2.1.7 Preliminary Cost Estimates

Within thirty (30) days of receipt of the Owner's Notice to Proceed with Part A: Pre-Construction Services, the Construction Manager shall prepare for the review and approval of the Owner and Architect a control estimate of Project costs, utilizing quantity survey, unit cost, volume, or other appropriate cost estimating techniques. The Construction Manager's control estimate(s) shall be based on the most current plans and specifications for each Phase of the Project. Allowances and estimates may be included within the control estimate for elements of the Work for which the design is yet to be completed. The cost estimate reports shall be completed at the one-hundred percent (100%) completion of Schematic Design phase, one-hundred percent (100%) completion of Design Development phase, and ninety percent (90%) completion of the Construction Documents phase of design. The GMP Proposal shall be due no later than **one-hundred percent (100%)** completion of the Construction Documents phase of design.

ITEM NO. 2: RFQ QUESTIONS and RESPONSES

Responses to questions fielded during the Pre-Proposal Conference or received via email prior to the issuance of this addendum are as follows:

General Questions:

1. *“Please provide any and all available as-built plans for existing building.*

“.....please provide existing floor plan for level 4”

“Please provide any environment reports, including, but not limited to (Asbestos, Mold, Phase I study, etc.)”

RESPONSE(S): This requested information will be provided to the selected proposer if available.

2. *“Will contractors be allowed individual access the building for additional observations prior to submission of proposals if scheduled with LSU Health Facilities?”*

RESPONSE(S): Please contact User Representative directly for information regarding access to the building:

Kirk Deslatte

LSU Health Sciences Center

(504) 654-7576

jdesla@lsuhsc.edu

3. *“Who will serve on the selection committee?”*

RESPONSE: It is anticipated that the selection review committee will be comprised of the following individuals:

Bayne Dickinson

Christian Generes

David Van Alstine

Chris Poche

Kirk Deslatte

Questions regarding REQUEST FOR QUALIFICATIONS:

4. *“Section 1.2 in the RFQ notes that the project consists of a roughly 100,000 sf, 3 floor, renovation. It was mentioned at the preproposal conference that the floor plates were roughly 55,000 sf each for a total of roughly 165,000 SF. Please confirm which rough square footage is correct and which number the Available Funds for Construction is based on.”*

RESPONSE: A renovated area of total of roughly 165,000 sf (as discussed at the Pre-Proposal) is correct; however, this information will be confirmed at the issuance of information provided to the selected proposer. Additionally, Item 12. PROJECT BUDGET INFORMATION of the REQUEST FOR QUALIFICATIONS indicates that Total AFC for

the subject project is \$58,200,000.00 (regardless of the confirmed square footage of the renovation).

5. *“Page 33 of the RFP states that Project Staff Moving Expense and Subsistence is in CM fee, however, 6.6.9 in A133 allows for this to be cost of work. Will these items be considered Cost of the Work included in the (AFC)”*

RESPONSE: Item 16. DIVISION OF COST ELEMENTS of the REQUEST FOR QUALIFICATIONS indicates that the Project Staff Moving Expense and Project Staff Subsistence Cost can be part of the Construction Manager Fee, but cannot be considered as Cost of the Work. Additionally, Item 6.6.9 of the of Addendum 1 – Exhibit A DRAFT FORM of AGREEMENT between OWNER and CONSTRUCTION MANAGER as CONSTRUCTOR (AIA A133-2009 as modified by Owner), indicates Owner Approval (in writing beforehand) is required.

6. *“The bottom of page 2 indicates our proposal “including all addenda” shall be submitted. Is the intent for use to attach the full addenda to our proposal, or is the contract to acknowledge the addenda within a section of our proposal? Please clarify.”*

RESPONSE: The Addenda Acknowledgement page is for the purpose of ensuring that the Proposer has received all addenda. A copy of the addendum should not be included.

7. *“A section for Tab 12 has been included, however, it does not appear any information has been requested to be provided. Please clarify what information, if any, is to be provided in tab 12.”*

“Please clarify what, if anything, is expected as the response for Tab 12 “Pre-construction Services and Construction Management Services” on page 21? It is not clear what is required to make a complete response to this item as it appears the Staffing Plans go under Tab 8. If nothing is required, are we to organize our proposal response to end at Tab 11?”

RESPONSE: Item 12.1 (TAB 12: PRE-CONSTRUCTION SERVICES and CONSTRUCTION MANAGEMENT SERVICES) under 4.3 SPECIFIC INSTRUCTIONS of the REQUEST FOR QUALIFICATIONS, states: “Note that a Pre-Construction Services Staffing Plan and Construction Services Staffing Plan similar to Sample Worksheets found in Sections 14 and 15 shall be included within the Proposal (Statement of Qualifications).”

8. *“Regarding the emailed submission to FPC-RFQ@la.gov; is there a maximum file size the provided email address is capable of receiving? If so, please provide.”*

RESPONSE: The maximum file size is 25MB; however, please also note the last paragraph of Item 3.2 GENERAL REQUIREMENTS of the REQUEST FOR QUALIFICATIONS, which states: “It is solely the responsibility of each Proposer to ensure that his/her Proposal is delivered to the RFQ coordinator prior to the deadline for submission. Proposals, which for any reason are not received timely, shall not be considered.”

9. *“A proposal form has been provided as page 2 of the RFQ. However, this form does not appear referenced in any Tab per section 4.3. Please clarify if the RFQ form is to be provided as part of Tab 1 or another section.”*

RESPONSE: Page 2 is required to be submitted with the Proposal; however, it is not required to be included as part of Tab 1.

10. *“Is there a cost estimate, budget or ballpark figure for the project listed? Is there an actual start date for the project? Could I secure a copy of the plan holders list for the project?”*

RESPONSE: Item 12. PROJECT BUDGET INFORMATION of the REQUEST FOR QUALIFICATIONS indicates that Total AFC (Amount For Construction) for the subject project is \$58,200,000.00. Item 11. PROJECT SCHEDULE of the REQUEST FOR QUALIFICATIONS provides the project schedule. Plans are not available at this time; however, plans will be provided to the selected proposer.

Questions regarding DRAFT FORM of AGREEMENT between OWNER and CONSTRUCTION MANAGER as CONSTRUCTOR (AIA A133-2009 as modified by Owner):

11. *“A standard AIA allows for the contractor to maintain a contingency as part of the GMP. However, the contract provided in addendum 1 does not allow for such a contingency. Additionally, page 15 indicates a 5% “Owners” contingency is to be included. The which “The owner will manage the award of additional compensation to the Construction Manager from the Owner’s Contingency to address authorized changes in the work.” “The Owner’s Contingency is shall be the sole property of the Owner.” The provided contract and subsequent addenda do not appear to provide information relative to the Owners award and/or contractors use of the Owner’s Contingency. Please provide additional information relative to what constitutes an acceptable award and/or use of contingency funds. Additionally, please provide additional information relative to the process to which the contractor shall make a claim for the use of contingency funds.”*

RESPONSE: The intended use of the Owner Contingency is defined in Item 5.2 of Addendum 1 – Exhibit A DRAFT FORM of AGREEMENT between OWNER and CONSTRUCTION MANAGER as CONSTRUCTOR (AIA A133-2009 as modified by Owner). Please also refer to Item 7.2 of ADDENDUM NO. 2 - EXHIBIT B GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION (AIA A201-2017 as modified by Owner) specifically regarding “authorized changes”. Refer to Article 7 of ADDENDUM NO. 2 - EXHIBIT B GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION (AIA A201-2017 as modified by Owner) regarding “changes”.

12. *“The duration provided in part 5.1.1 indicates 1095 days. This conflicts with the RFQ. We assume this is a typo and the RFQ has the correct duration. Please clarify.”*

“5.1.1 states the construction duration shall be 1095 days; however, the RFQ states in article 2.2 that the construction duration shall be 550 days (exclusive of Advance Construction Start

activities), and the RFQ states in article 11 that the construction duration shall be 7.5 months. Please clarify construction duration in calendar days as measured from Award of Part B Construction Services to Substantial Completion.”

13. “Please clarify the schedule for the project. RFQ document Item 2.2 notes 300 days for Part A Preconstruction and 550 days for Part B Construction (850 days). Section 11 notes that Part B Construction starts on May 30, 2023 and must be complete by January 16, 2024 for a total of 231 days. Addendum 1 (exhibit A A133 Contract) article 5.1.1 notes that construction duration is 1095 days. Please advise which is correct.”

RESPONSE: Item 11. PROJECT SCHEDULE of the REQUEST FOR QUALIFICATIONS was revised per Addendum 4 – Exhibit C, such that Substantial Completion/Acceptance Date is December 21, 2025.

14. “Addendum 1 – Page 16 – Line Item GMP”

“Please clarify if the intent is for the CMAR to manage a line item GMP.”

“If the GMP is to be managed via a line item GMP, please clarify the intent behind the requirement to have costs for specific line items and the shifting of cost in line items subject to owners written approval.”

RESPONSE: It is the intention for overruns in certain categories of work to be covered by underruns elsewhere with any net savings at the end of the project to be returned to the Owner.

15. “Part 5.2 – Paragraph 1 and the Part B table appear to list Fee as a calculation above CM Site Office and Staffing Costs. Is the Intent that the CM’s Fee will not be added to the CM Site Office and Staffing Costs? Please clarify.”

RESPONSE: Construction Manager Fee is a separate cost and is not included in the Construction Manager Site Office and Staffing cost.

16. “Section 5.2 states “The Owner will manage the award of additional compensation to the Construction Manager from the Owner’s Contingency to address authorized changes in the work”. The previously defined use of this Owner’s Contingency has been deleted from this section.”

“Can the intended use of the Owner’s Contingency be defined similarly to previous versions?”

RESPONSE: The intended use of the Owner Contingency is defined in Item 5.2 of Addendum 1 – Exhibit A DRAFT FORM of AGREEMENT between OWNER and CONSTRUCTION MANAGER as CONSTRUCTOR (AIA A133-2009 as modified by Owner).

17. “What is the definition of “authorized changes” and “changes”? Will this limit contingency use for design omissions or other conditions affecting the cost of the work for which Construction Manager bears no responsibility?”

RESPONSE: Refer to Item 7.2 of ADDENDUM NO. 2 - EXHIBIT B GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION (AIA A201-2017 as modified by Owner) specifically regarding “authorized changes”. Refer to Article 7 of ADDENDUM NO. 2 - EXHIBIT B GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION (AIA A201-2017 as modified by Owner) regarding “changes”.

18. *“Is the wording “Owner will manage the award” intended to supersede the dispute resolution clause naming the Architect as the initial decision maker?”*

RESPONSE: No.

19. *“How will impacts to Cost and/or Time due to adverse market conditions be handled?”*

RESPONSE: Refer to Article 7 of ADDENDUM NO. 2 - EXHIBIT B GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION (AIA A201-2017 as modified by Owner) regarding CHANGES IN THE WORK.

20. *“It appears that item 5.2 has changed drastically from previous FP&C A133 contracts as it relates to Contingencies. Please provide clarification on:”*

“Is there a contractor’s contingency and if so, how can it be utilized?”

RESPONSE: There is no Contractor’s contingency. Per Items 2.1.7 (as revised above per Addendum 5) and 4.1 of Addendum 1 – Exhibit A DRAFT FORM of AGREEMENT between OWNER and CONSTRUCTION MANAGER as CONSTRUCTOR (AIA A133-2009 as modified by Owner), GMP Proposal shall be delivered at one-hundred percent of Construction Documents; therefore there should not be any work reasonably required to complete the project that could not be reasonably anticipated; however, an Authorization Request could be utilized when/if required.

21. *“How will the Owner’s contingency be utilized? Will it be the same as previous FP&C A133 contracts?”*

RESPONSE: The intended use of the Owner Contingency is defined in Item 5.2 of Addendum 1 – Exhibit A DRAFT FORM of AGREEMENT between OWNER and CONSTRUCTION MANAGER as CONSTRUCTOR (AIA A133-2009 as modified by Owner).

Item 5.2.2, please confirm in the third line, the word “same” is to refer to same line item in the schedule of values or the overall GMP. Please confirm that the intention for underruns in a certain line item is to be able to cover overruns in a different line item in the Schedule of Values.

RESPONSE: It is the intention for overruns in certain categories of work to be covered by underruns elsewhere with any net savings at the end of the project to be returned to the Owner.

22. *“Contractor Contingency along with approved uses has been removed from A133 section 2.2.1, 2.2.3 and 2.2.4”*

“Will contractor be allowed to carry and manage its own contingency and include it as cost of the work?”

RESPONSE: No.

23. “If no, will the Owner Contingency be available to cover Work reasonably required to complete the project but not reasonably anticipated?”

RESPONSE: Per Items 2.1.7 (as revised above per Addendum 5) and 4.1 of Addendum 1 – Exhibit A DRAFT FORM of AGREEMENT between OWNER and CONSTRUCTION MANAGER as CONSTRUCTOR (AIA A133-2009 as modified by Owner), GMP Proposal shall be delivered at one-hundred percent of Construction Documents; therefore there should not be any work reasonably required to complete the project that could not reasonably anticipated; however, an Authorization Request could be utilized when/if required.

24. “Section 5.1.1 and RFP Section 2.1.3 vary on whether AFC includes owner contingency or not. Please clarify if owner contingency is to be included in the AFC.”

RESPONSE: The AFC is the sum of the Cost of the Work, Construction Manager Fee, and the Construction Manager Site Office and Staffing Costs. The Owner’s Contingency is not included in the AFC, but is to be included in the total contract amount, which is the sum of the AFC and the Owner Contingency.

Questions regarding ADDENDUM NO. 2 - EXHIBIT B GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION (AIA A201-2017 as modified by Owner)

25. “Section 7.5.1 of the A201 limits subcontractor’s mark-up on changes to 8% and sub-subcontractor’s markup on changes to 4% mark up while also limiting standard employee fringe benefits as part of labor burden inclusions. We anticipate this having adverse effects on subcontractor participation. Many trade partners have reported this combination results in them performing work at a loss. We find the more customary industry standard 15% subcontractor mark-up and 10% subcontractor mark-up on sub-subcontractor work to be more reasonable.”

RESPONSE: No changes are being considered to item 7.5.1 of ADDENDUM NO. 2 - EXHIBIT B GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION (AIA A201-2017 as modified by Owner)

26. “On page 38 of the RFQ and A201 section 6.6.1 state the payment and performance bonds are cost of the work; however, Section 8.1.1 of the 201 states “use of owned funds” with regard to purchase and maintaining for said bonds. Please confirm the bonds are to be considered cost of the work.”

RESPONSE: Page 38 of the RFQ is correct. Item 6.6.1 of ADDENDUM NO. 2 - EXHIBIT B GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION (AIA A201-2017 as modified by Owner) does not exist. Item 8.1.1 of ADDENDUM NO. 2 - EXHIBIT B GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION (AIA A201-2017 as modified by Owner)

provides definitions related to TIME and does not address any issues related to payment or performance bonds.

27. *“A201 Section 7.2.1 does not allow for adjustments in Contract Time by Authorization Request. In the event a change(s) resulting in the use of Owner Contingency via Authorization Request(s) requires additional time, will a separate Amendment(s) be issued to adjust the contract time? Additionally, sections 7.2.2 and 7.2.3 under 7.2.1 continue to discuss changes in time through Authorization Requests.”*

RESPONSE: Per item 7.2.1 of ADDENDUM NO. 2 - EXHIBIT B GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION (AIA A201-2017 as modified by Owner, the Contract Sum and/or Contract Time can only be modified by Amendment to Contract. Additionally, if an Authorization Request signed by all parties which indicates an agreement of the adjustment in the Contract Sum and/or the Contract Time, it would be FPC’s intention to execute an amendment reflecting the executed Authorization Request. There is not a contradiction between Item 7.2.1 and Items 7.2.2 and 7.2.3.

28. *“Part 3.8.1 indicates not allowances shall be included within the GMP. Allowances are typically an allowable item within a GMP and allowances are referenced in the RFQ and Addendum 1 (such as part 2.2.3). Please clarify if allowances will be allowed or if no allowances shall be included.”*

RESPONSE: Item 3.8.1 of ADDENDUM NO. 2 - EXHIBIT B GENERAL CONDITIONS of the CONTRACT for CONSTRUCTION (AIA A201-2017 as modified by Owner, states: “No allowances shall be included within the Guaranteed Maximum Price.” Additionally, Item 2.2.3 of Addendum 1 – Exhibit A DRAFT FORM of AGREEMENT between OWNER and CONSTRUCTION MANAGER as CONSTRUCTOR (AIA A133-2009 as modified by Owner) states: “Any allowances included within the accepted GMP shall be subject to prior approval by the Owner.” ; however, the Owner does not intend to approve the use of any allowances since the GMP is based on one-hundred (100%) documents.

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 _____

By: _____
Authorized Representative Signature

Name: _____
Print or Type

Representing: _____
Print or Type

Date: _____