



ADDENDUM NO. 5

## **REQUEST FOR QUALIFICATIONS**

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

**Engineering Classroom Building**  
**University of Louisiana at Lafayette**  
Lafayette, Louisiana  
Project No. 19-640-20-02, F.19002350

July 19, 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:

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

1. *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.*
  - a. *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).**

- b. *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”.**

- c. *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.**

- d. *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.**

2. *Contractor Contingency along with approved uses has been removed from A133 section 2.2.1, 2.2.3 and 2.2.4*
  - a. *Will contractor be allowed to carry and manage its own contingency and include it as cost of the work?*

**RESPONSE: No**

- b. *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 (100%) of Construction Documents; therefore there should not be any work reasonably required to complete the project that is not reasonably anticipated; however, an Authorization Request could be utilized when/if required.**

3. *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)**

1. 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)**

2. 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.**

3. 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.**

**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: \_\_\_\_\_