



**Sites Project Authority  
Request for Qualifications No. 25-01  
Reservoir Package Construction Manager at Risk**

**Addendum 03**

This addendum provides clarifications to questions regarding the SOQ and applicable changes to the RFQ.

**Questions and Answers**

1. Please verify that key subcontractors or consultants selected for the Reservoir Package will not be precluded from bidding on other work in other construction packages issued in the future. Given this requirement as part of our teaming agreements, we request an expedited response if at all feasible.
  - **Response:** Key subcontractors or consultants selected for the Reservoir Package will not be precluded from bidding on other work in other construction packages issued in the future as long as the entity has not participated in the development of the scope of work or procurement documents related to the future construction packages. Or, as may be precluded by Federal or California law.
  
2. For SOQ Section 1.6, bullet points #4-6, please consider limiting the proposer responses to the previous 5 years to be consistent with bullets #3 and #7.
  - **Response:** For bullet points #4 , #5, and #6, Respondent's responses may be limited to the previous 20 years. See RFQ revision 3.1.
  
3. For SOQ Section 1.6, bullet point #4, please confirm the use of "Proposed CMAR Contract" is a typo and should be corrected to "Proposed CMAR Contractor." i.e., "Has the proposed Reservoir Package CMAR Contractor failed to complete any contract, or has any contract been terminated due to alleged poor performance, cause, or default, or has the proposed CMAR Contract been found to be in violation of any provision of international, federal, state, or local regulations?"
  - **Response:** See RFQ revision 3.1.
  
4. RFQ Section 3.5.1 Mandatory Pre-SOQ Submittal Meeting and Site Tour: can a Respondent Team include a member which has not participated to the January 29 site visit?
  - **Response:** Yes, as long as the prime Reservoir CMAR Contractor was in attendance.

5. Considering the RFQ documents do not provide the additional 30% design documents (as indicated in RFQ Section 1.6), the current draft of the CMAR Contract does not detail the magnitude and quantity of RGMP's, and amongst other potential contractual clarifications following the release of the RFP, we respectfully request the last statement "...however, Respondents will waive their right to request changes to future drafts of the CMAR Contract if they have not raised them in the SOQ." within RFQ Section 3.5.4 be deleted.
  - **Response:** The requirement is to only include comments, using RFQ Form J, to the Preliminary Draft CMAR Contract which is attached, in its entirety as Attachment B to the RFQ.
  
6. RFQ - Table 4-1. SOQ Submittal Requirements, Sections 1.1, 2.2, and Appendix A. Please confirm projects completed by an affiliate of a Respondent, or member of a Respondent, will be considered responsive to this RFQ.
  - **Response:** Projects may have been completed by an affiliate or member of a Respondent provided that the affiliate or member is part of the proposed Reservoir Package CMAR Contractor team.
  
7. CMAR Contract Attachment 9 - Funding Requirements. Please provide the amount of funding the Sites Authority currently has secured for the Reservoir Package.
  - **Response:** Funding sources are described in RFQ section 2.2 Sites Project Funding.
  
8. It is our understanding that Key Personnel will be on-site full-time when active during pre-construction, and key personnel will not be required on-site full-time when not actively working on pre-construction. Please confirm this understanding is correct.
  - **Response:** Key Personnel are not required to be on-site full-time when the Reservoir CMAR Contractor is active during pre-construction.
  
9. The Preliminary Draft CMAR Contract Attachment 1 Preconstruction Scope of Services (RFQ pg 63) requires CMAR to provide input on the Design Documents and to undertake value engineering. Can the Authority provide more detail on the nature of design input and value engineering that it is expecting CMAR to provide?
  - **Response:** In Step 2 of the procurement process, the preconstruction scope of services will be provided with the RFP. This will detail the specific input needed from the selected Reservoir CMAR Contractor.

10. Via CMAR's Constructability Review in the Preliminary Draft CMAR Contract (RFQ pg 69), CMAR is required to ensure that "the Design Documents are coordinated." Can the Authority provide more detail on what this coordination role will entail?
- **Response:** In Step 2 of the procurement process, the preconstruction scope of services will be provided with the RFP. This will detail the constructability review needed from the selected Reservoir CMAR Contractor.
11. Preliminary Draft CMAR Contract Attachment 2 GCs, Section 10.2B (RFQ pg 138) indicates CMAR is required to abide by Sites Authority's determination of what constitutes inclement weather. Can the Authority expand on the criteria that it will use in making its determination?
- **Response:** Respondents are permitted to provide input on what constitutes inclement weather in the Preliminary Draft CMAR Contract. Respondents should provide their comments on the Preliminary Draft CMAR Contract using Form J in RFQ Attachment C, with their suggested language and rationale for each comment. These comments will be evaluated by the Sites Authority and any revisions or additional detail will be provided in the Draft CMAR Contract which will be attached to the RFP.
12. Preliminary Draft CMAR Contract Attachment 2 GCs, Section 13.1A.2 (RFQ pg 165) refers to CMAR developing "engineering" during the Preconstruction Phase. Can the Authority provide more detail on the engineering that it expects CMAR to undertake during preconstruction?
- **Response:** In Step 2 of the procurement process, the preconstruction scope of services will be provided with the RFP. This will detail deliverables needed from the selected Reservoir CMAR Contractor and, if necessary, will be included in the Draft CMAR Contract.
13. In lieu of Attachment 1 to Form A - Certificate of Authorization (RFQ pg 225(2.) / pg. 228) would the authority be willing to accept a corporate resolution of equivalent affect confirming under oath that the signatory is authorized to execute and deliver the RFQ and all related Project documents for the Project to the Sites Authority on behalf of the Corporation?
- **Response:** Yes, if the certified copy of the corporate resolution gives the signing officer authority to bind and act on behalf of the corporation regarding executing and delivering the RFQ and all Project-related documents to the Sites Authority.
14. Will Sites Authority allow Reference Project Profiles to be two 8.5x11 pages maximum alternatively in lieu of one 11x17 page?
- **Response:** See RFQ Revision 3.2.

15. As per RFQ section 3.5.4, Respondents should provide comments on the Preliminary Draft CMAR Contract, and Respondents waives their right to request changes to future drafts of the CMAR Contract if they have not raised them in the SOQ. Could you please consider removing the waiver condition outlined in Section 3.5.4 of the Preliminary Draft CMAR Contract? At this stage, Respondents can only conduct a preliminary legal analysis, and most of the risks and future risk-sharing mechanisms will be developed during the subsequent phases of the procurement process (RFP and Preconstruction Services). Therefore, it seems premature to waive any rights to request changes to future drafts at this time.
- **Response:** The requirement is to only include comments, using RFQ Form J, to the Preliminary Draft CMAR Contract which is attached, in its entirety as Attachment B to the RFQ.
16. Scope of work for the Reservoir Package, as shown in RFQ section 1.3, doesn't match with the Contracting Strategy (July 22nd, 2022), in regard to the Inlet/Outlet Facilities & Tunnel. Please confirm that Inlet/Outlet Facilities & Tunnel are included in the Reservoir Package.
- **Response:** Inlet/Outlet works are included in the Reservoir Package.
17. With reference to RFQ Attachment B Preliminary Draft CMAR Contract, Section 2.1.(e) Early Purchase Items, can Sites Authority please confirm early purchase items include heavy equipment investment needed for self-perform operations?
- **Response:** In Step 2 of the procurement process, the preconstruction scope of services will be provided with the RFP. This will provide additional detail on Early Purchase Items.
18. Would the Sites Authority be interested in implementing financing mechanism similar to DBF (Design Build Finance) project and having the CMAR Contractor obtain short-term construction financing from third-party lenders or use its own equity to finance a portion of the Reservoir Package Guaranteed Maximum Price? Can the ability of Respondent to implement such mechanism be considered in the SOQ scored evaluation criteria?
- **Response:** The Sites Authority has been pursuing a long term financing plan and is not considering this approach at this time.

19. Preliminary Draft CMAR Contract, Advance payment (Article 14 - General Conditions - Attachment 2) Under the Preliminary draft CMAR Contract, no provision on advance payment can be found. Question: Can Sites Authority describe its intention or typical practice we can expect with respect to the advance payments of Reservoir Work Packages?

- **Response:** There is no intention by the Sites Authority to provide payment prior to work performed on the Reservoir Package. The selected Reservoir CMAR Contractor will be paid per the payment procedures in the General Conditions and, if applicable, as negotiated in each RGMP.

20. Preliminary Draft CMAR Contract, Delay (liquidated) damages (Article 10.3 - General Conditions - Attachment 2). There is no cap on delay liquidated damages in the Preliminary draft CMAR Contract. Can Sites Authority explain the rationale for not inserting a cap and would the Client consider inserting a cap later in the procurement process?

- **Response:** Respondents are permitted to provide input on liquidated damages in the Preliminary Draft CMAR Contract. Respondents should provide their comments on the Preliminary Draft CMAR Contract using RFQ Form J in RFQ Attachment C, with their suggested language and rationale for each comment. These comments will be evaluated by the Sites Authority and any revisions or additional detail will be provided in the Draft CMAR Contract which will be attached to the RFP.

21. Preliminary Draft CMAR Contract, Article 13.2 and 14 - General Conditions - Attachment 2. There is no suspension entitlement should the Client fail to pay due invoices. Can Sites Authority clarify its intention in terms of suspension, demobilization and termination of the Contract if the payment of invoices is pending after their due dates?

- **Response:** Respondents are permitted to provide input on suspension entitlement in the Preliminary Draft CMAR Contract. Respondents should provide their comments on the Preliminary Draft CMAR Contract using Form J in RFQ Attachment C, with their suggested language and rationale for each comment. These comments will be evaluated by the Sites Authority and any revisions or additional detail will be provided in the Draft CMAR Contract which will be attached to the RFP.

22. Preliminary Draft CMAR Contract, Article 13.2 and 14 - General Conditions - Attachment 2. A minimum 5 % of the contract price holdback is considered in the Preliminary Draft CMAR Contract. Would Sites Authority consider other forms of securities such as letters of credit in lieu and place of the 5 % retention?
- **Response:** As allowed by California law, Sites Authority will permit securities or escrow in lieu of retention in accordance with Public Contract Code section 22300 et seq.
23. Please provide Attachment B: Preliminary Draft CMAR Contract including Form of Payment and Performance Bonds in native word.docx format. Having the electronic version of this document will aid in our review and response to SOQ Appendix G.
- **Response:** Please provide input on the Preliminary Draft CMAR Contract as described in the RFQ using Form J in Attachment C.
24. In regards to the evaluation criteria the Authority Notes requirements to identify Key Subcontractors, obligations to keep team intact, as well as requirements for minimum and maximum levels of subcontracted works during the delivery of the work. Are proponents required to nominate major subcontractors anticipated for project work in Phase 2: Construction Services of the CMAR, or are the requirements specific to the Key Personnel listed in Phase 1?
- **Response:** Subcontracted work during Phase 2 must be competitively procured unless the subcontractor is identified as a Key Subcontractor in the Respondent's SOQ.
25. Please verify that the scoring from the SOQ will not carry forward to the RFP process, with the RFP being scored separately.
- **Response:** Scoring from the RFQ will not be carried forward to the RFP process.
26. Is Katz & Associates considered a disallowed firm?
- **Response:** As policy advisors under contract with the Sites Authority, Katz & Associates is prohibited from joining any Respondent's team or otherwise assisting any Respondent with the procurement process for the Reservoir Package. It is expected that the Sites Authority will continue to provide the lead for project outreach through Katz & Associates. The Reservoir CMAR Contractor will be expected to coordinate their efforts with the Sites Authority.

## Revisions to the RFQ

**3.1** Replace RFQ Table 4-1, SOQ Section 1.6 Financial Strength and Contingent Liabilities – submittal requirements bullet points #4, #5, #6, respectively under ‘Contingent Liabilities and Financial Risks’ with the following:

- “In the previous 20 years, has the proposed Reservoir Package CMAR Contractor failed to complete any contract, or has any contract been terminated due to alleged poor performance, cause, or default, or has the proposed Reservoir CMAR Contractor been found to be in violation of any provision of international, federal, state, or local regulations? If so, provide explanation.”
- “In the previous 20 years, has the proposed Reservoir Package CMAR Contractor, or any of its partners, officers, or stockholders owning 5% or more in the company been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation, or court order concerning antitrust, public contracting, employment discrimination, or prevailing wages? If so, describe the circumstances.”
- “In the previous 20 years, has the proposed Reservoir Package CMAR Contractor, or any of its partners, officers, or stockholders owning 5 % or more in the company, been barred from bidding on public contracts by the federal government or by any governmental entity in California or any other state? If so, describe the circumstances. Is the decision under review or was it upheld by formal legal and/or grievance process?”

**3.2** Replace RFQ Table 4-1, SOQ Appendix A – Reference Project Profiles last sentence with the following:

“Reference project profiles shall be either a maximum of two 8.5x11 pages or one 11x17 page.”