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Pacific Coast Intermodal Port (PCIP)
Terminal Planning Project
Addendum No. 4
Date Issued: October 21, 2026

This Addendum No. 4 is issued under §2.2 (Addenda) of the above-referenced RFP to answer Proposer Questions / Requests for Change and/or to modify the RFP. Terms used have the meanings in OAR 137-046-0110. This Addendum is incorporated into the RFP as though fully set forth therein. Except as expressly modified below, all terms and conditions of the RFP remain in full force and effect. Per §2.2, only officially issued written Addenda are binding on the Port and Proposer; the Port is not responsible for sending Addenda, and Proposers are responsible for monitoring and downloading from the posting site above.

Acknowledgment: Each Proposer must acknowledge receipt of this and all Addenda on the *Acknowledgment of Addenda* form submitted with its Proposal, consistent with the certifications in Attachment A – Proposal Cover Sheet, Part II.

RESPONSES TO PROPOSER QUESTIONS / CLARIFICATIONS / RFI
Comment No. 1

Comment: Clarification: Eligibility of sub-consultants to the NEPA Lead Services consultant (RFP 2026-02NEPA).

Response: Addendum No. 2, Comment No. 3, stated that eligibility of the NEPA Lead Services consultant, its sub-consultants, and their Affiliates would be determined case by case under Section 5.2 and that such firms should request a preliminary determination. The Port and NorthPoint have adopted the following standard for those determinations. A sub-consultant to the NEPA Lead Services consultant is eligible to propose, as a prime or sub-consultant, for any discipline under this RFP provided that:

(a) the firm did not advise on, prepare, or assist in developing the specifications, scope or statement of work, evaluation criteria, or other solicitation documents for this RFP (Section 5.2); (b) the firm's work under the NEPA Lead Services contract does not include independent evaluation of, or preparation of EIS findings concerning, the component or discipline for which it proposes; (c) the firm discloses its NEPA Lead Services role in its Subsection 3.2.6 response and on Attachment F; and (d) if awarded, the firm and the NEPA Lead Services consultant implement a written conflict-management plan, acceptable to the Port, NorthPoint, and the U.S. Army Corps of Engineers, separating the firm's design or study staff from its NEPA Lead Services staff for the duration of both engagements. The Port and NorthPoint reserve the right to require modification of the firm's NEPA Lead Services scope, or to decline award, if the Corps determines the arrangement would compromise its independent evaluation of the EIS.

Comment No. 2

Comment: We reviewed Addendum 3 and noted that Response No. 8 states that the applicable requirements of the INFRA Program Grant Agreement are attached to the addendum. We also noted that RFP Section 1.5 states that the Grant Agreement between the Port and USDOT/MARAD (Grant No. 693JF72540001) is available upon request. To support our review of the contract and grant compliance requirements, would the Port please provide a copy of the complete Grant Agreements or direct us to where it may be obtained?

Response: The applicable requirements of the INFRA Grant Agreement were attached to Addendum No. 3. The complete Grant Agreement will be furnished to the selected Proposer(s) at the start of negotiations under Section 4.1 and will be incorporated into the Contract as a flow-down exhibit (Attachment C). The Grant Agreement is a public record and may be requested from the Port under Oregon Public Records Law.

Comment No. 3

Comment: Please see attachments. (Request Contract Changes.doc)
Request for Change: six proposed revisions to the Sample MSA (Section 14 and Exhibit A), Sample Task Order (Item 1), and Designer Agreement (Articles 2.5.7, 2.5.8, 10.11, 11.10.2.6, and 12.2)."

Response: See Comment No. 15.

Comment No. 4

Comment: RFP Section 3.2.3 (Experience), fourth bullet, requests information regarding staff resource commitments, workloads, and availability. Similar information is also requested under Section 3.2.4 (Project Team), eighth bullet, including the experience of key personnel on comparable projects, and RFP Section 3.2.5 (Strategy), fourth bullet. Given that the Experience evaluation criterion emphasizes concise, direct, and obviously relevant experience tailored to the proposal discipline, may proposers satisfy the staffing, resource commitment, and workload requirements in Sections 3.2.4 and 3.2.5 and cross-reference that information within Section 3.2.3 to avoid duplicative content?

Response: Yes. Staffing commitments, workloads, and availability of key personnel may be presented once, in the Subsection 3.2.4 Project Team response and the Subsection 3.2.5 Project Strategy response and cross-referenced from Subsection 3.2.3 rather than repeated. Evaluators will consider cross-referenced content under each criterion to which it is relevant. The Subsection 3.2.3 response itself should remain focused on the relevance of the firm's project experience to the discipline proposed.

Comment No. 5

Comment: Questions in the attachment. (PCIP_Legal_Review_Table.pdf). Regarding my previous email on the architect's requested changes, this attachment shows them in a distinct file.

Request for Change: proposed revisions to the Sample MSA (Sections 6, 9, 10, 11, 13, 15, 18, 20, and new Section 28) and Designer Agreement (Sections 2.2, 2.5, 2.5.7, 2.5.8, 2.6.1, 6.7, 7.3.1, 8.1.3, 11.10.2.1, 11.10.2.2, 11.10.2.6, 12.1, and new Section 10.21).

Response: See Comment No. 15.

Comment No. 6

Comment: Please accept the last of our attached questions. (10-14 Questions for CBRL.xlsx)

Response: The first thirteen questions submitted by the spreadsheet are contract related questions. Items (a) through (m) are Requests for Change or clarification of the Sample Contracts and are addressed as follows:

(a) B101 §2.6: Declined. The indemnity as written is limited to the extent the claim is caused by the Architect's negligence, consistent with ORS 30.140.

(b) B101 §3.1.2 and (j) Designer Agreement §3.1.2: No change. See Addendum No. 2, Comment No. 2; coordination obligations do not make a Consultant responsible for the work of other consultants.

(c) B101 Article 7: Declined; no change.

(d) B101 §10.8 and (l) Designer Agreement §10.8: Declined; no change.

(e) B101 limitation of liability: Declined; no change.

(f) MSA §6 lien waivers: No change. Lien waivers required under the MSA are furnished with each payment application and are limited to the amounts paid.

(g) MSA §10: Declined; no change.

(h) MSA §13: No change required; §13 reads “except to the extent covered by insurance.”

(i) Mediation before arbitration: Declined; see Addendum No. 3, Comment No. 9.

(k) Designer Agreement §8.1.3: Declined; no change.

(m) Exhibit A notice of material change: Declined; see Comment No. 10. Per Section 1.7, the Sample Contracts stand as posted; see Comment No. 15.

Comment No. 7

Comment: MSA Section 18. Requested change: add the reuse protection found in Designer Agreement Section 7.2: "Any use of the Work Product on a project other than the Project, or any material modification of the Work Product without retaining the Consultant, shall be at the using party's sole risk and without liability to the Consultant and its subconsultants."

Response: Declined. Section 18 of the Sample MSA is unchanged. Per Section 1.7, the Sample Contracts stand as posted; see Comment No. 15.

Comment No. 8

Comment: Designer Agreement sections 2.5.1–2.5.6 and 13.2.3 — Request for Clarification. These provisions reference “Exhibit D – Insurance Requirements.” Please confirm that MSA Exhibit A serves as Exhibit D or provide the applicable Exhibit D by addendum.

Response: Confirmed. The references in Designer Agreement Sections 2.5.1 through 2.5.6 and 13.2.3 to “Exhibit D – Insurance Requirements” refer to the insurance requirements posted with the RFP as MSA Exhibit A – Insurance Requirements, which will be attached to the Designer Agreement as its insurance exhibit. No separate Exhibit D will be issued, and the Sample Contracts are not modified.

Comment No. 9

Comment: Our architect subconsultant requests the changes as shown in the Port's redlined agreement. (Terminal #9 __ B101-2017 Standard Form Agreement Between Owner Architect PCIP ONLY (AS 10-14-26)pdf.pdf)
Request for Change: proposed revisions to AIA B101 (Sections 2.2, 2.5, 2.5.7, 2.5.8, 2.6.1, 6.7, 7.3.1, 8.1.3, 11.10.2.1, 11.10.2.2, 11.10.2.6, 12.1, and new Sections 10.21 and 10.22).

Response: See Comment No. 15.

Comment No. 10

Comment: Insurance Exhibit A, section G, final sentence — Request for Change. Please delete “or material change,” retaining the requirement for 30-day notice of cancellation. Where the Designer Agreement applies, please also revise section 2.5.7 to remove the requirements for advance notice of nonrenewal and material modification, so the notice provisions are consistent.

Response: Declined. Exhibit A, Section G and Designer Agreement Section 2.5.7 are unchanged. Per Section 1.7, the Sample Contracts stand as posted; see Comment No. 15.

Comment No. 11

Comment: Insurance Exhibit A, section A.4 — Request for Clarification. The project is located in Oregon. Please confirm that the New York-specific ACORD 855 requirement does not apply.

Response: Confirmed. The ACORD 855 addendum referenced in Exhibit A, Section A.4 is a New York-specific form and is not applicable to this

Project; the Consultant's certificate of insurance should so indicate. The Sample Contracts are not modified.

Comment No. 12

Comment: Insurance Exhibit A, opening paragraph — Request for Change. For confidentiality reasons, please replace the requirement to provide copies of full insurance policies upon request with: “Contractor shall provide certificates of insurance and applicable endorsements evidencing the required coverage.” Please make the corresponding change to Designer Agreement section 2.5.8, where applicable.

Response: Declined. The opening paragraph of Exhibit A and Designer Agreement Section 2.5.8 are unchanged; certificates and endorsements are required with the Proposal submittals under Section 4.2, and copies of policies may be requested by NorthPoint or the Port. Per Section 1.7, the Sample Contracts stand as posted; see Comment No. 15.

Comment No. 13

Comment: Please see submitted Word file. (Clarification Questions - 20261014.docx)

Four scope questions (marine geotechnical permitting; permitting responsibilities; railroad review of designs) and Requests for Change to MSA Sections 9, 10, 13, and 18 and Designer Agreement Section 8.1.3.

Response: The Requests for Change to the Sample Contracts are declined; see Comment No. 15. The scope questions are answered as follows.

(a) Marine geotechnical permitting. Environmental permits, agency authorizations, and access agreements for additional marine geotechnical exploration have not been obtained or initiated by the Port or NorthPoint. Under Attachment B (standard scope, permitting for the discipline's own work), the Discipline 1.2 Geotechnical consultant is responsible for identifying and preparing the authorizations required for its field program, including Section 10/404 coverage for overwater borings, Oregon DSL authorization, and any required ESA/MMPA coordination, with the Port as applicant where the applicant must be the landowner or a public body, and in coordination with the NEPA Lead Services consultant. The Port will furnish right of entry to Port-owned property and state-leased tidelands. For scheduling, Proposers should assume the ODFW in-water work period for Coos Bay (currently October 1 through February 15) for overwater work and should assume that no ground-

disturbing field work will proceed until the Port has provided the notice to the funding agency required under the grant agreement. Field programs should be sequenced accordingly in the Project Strategy.

(b) and (c) Permitting responsibilities. See Addendum No. 3, Comment No. 6. In summary: the discipline consultants prepare permit applications, supporting studies, drawings, and responses to agency comments for the permits triggered by their scope, and furnish inputs to the consultant designated in the Statements of Work to compile multi-discipline applications; the NEPA Lead Services consultant develops the Permitting Strategy Report and Agency Coordination Plan, maintains the approvals map and permit tracking, and supports agency and Tribal consultation; the Port is the applicant to USACE and the State and the signatory on permit applications; USACE is the NEPA lead agency and conducts government-to-government Tribal consultation; NorthPoint directs the consultants' work under the Contracts. Local, county, and city land-use approvals and utility-provider agreements are prepared by the discipline consultant whose scope triggers them and executed by the Port or NorthPoint as property owner or applicant. Railroad crossing and rail-access agreements are prepared under Disciplines 1.1 and 1.4 and executed by the Port as owner of the Coos Bay Rail Line.

(d) Railroad review of designs. The Port, as owner of the Coos Bay Rail Line, and its rail operator will review and concur in on-dock railyard layouts, operational concepts, and the 30% and 60% design deliverables; that review is part of the Owner review periods to be built into the discipline schedules. No Class I railroad review of the on-dock yard is anticipated under this RFP. Union Pacific review and concurrence is anticipated under RFP 2026-03CBRL for the Eugene interchange yard and any work affecting UP property or operations. Proposers should include this coordination in their scope and schedule assumptions.

Comment No. 14

Comment: Section 3.2.3 requests relevant project experience from the past five (5) years. Given the size, complexity, and duration of major marine terminal, intermodal, rail, and port infrastructure projects in the Pacific Northwest, would the Port allow proposers to include projects completed or substantially performed within the past ten (10) years? Section 3.2.3 requests similar projects performed within the past five years, while

Attachment A requests references for similar services provided within the last three years. May proposers provide references associated with highly relevant projects that fall outside the three-year reference period?

Response: Yes. Subsection 3.2.3 is modified to permit Proposers to cite projects completed or substantially performed within the past ten (10) years. Attachment A is modified to permit references for similar services provided within the past ten (10) years. Proposers should continue to give priority to the most recent and most directly relevant projects; Subsection 3.3.1 (Merit Criteria Guidelines) is unchanged.

Comment No. 15

Comment: We would like to submit the attached contract exception document: MSA - Exhibit A - Insurance Requirements PCIP 081926 FINAL mm1 (MSA - Exhibit A - Insurance Requirements PCIP 081926 FINAL mm1 (1).docx)

Response: NorthPoint and the Port have reviewed all Requests for Change to the Sample Contracts received by the October 14, 2026 deadline, including those submitted under Comment Nos. 3, 5, 6, 7, 9, 10, 12, 13, 15, 16, and 17 of this Addendum and the corresponding comments in Addendum No. 4 to RFP 2026-03CBRL. These requests addressed, among other provisions, limitation of liability, indemnity and the duty to defend, mutual waiver of consequential damages, standard of care and warranties, ownership and reuse of Work Product, Port reliance and third-party reliance, time of the essence, termination and cure, schedule adjustment and Additional Services notice, payment withholding and lien waivers, insurance notice, endorsements, and policy copies, waiver of subrogation, additional insureds, dispute resolution, and proposed new provisions on individual liability and quantity growth.

All requested changes are declined. The Sample Contracts (Master Services Agreement, Task Order, Exhibit A – Insurance Requirements, Designer Agreement, and AIA B101-2017) remain as posted with the RFP and are not modified by this Addendum. Per Section 1.7, no term or condition of the Sample Contracts will be negotiated after the solicitation protest deadline except the Statement of Work and pricing, and by submitting a Proposal the Proposer agrees to be bound by the Sample Contracts as posted. Any Proposal that is received conditioned on NorthPoint's or the Port's acceptance of other terms and conditions, or of a right to negotiate them, will be rejected.

Comment No. 16

Comment: We would like to submit the attached contract exception document: Designer Agreement TEMPLATE PCIP 081726 FINAL. Mm1 (B101-2017 Standard Form Agreement Between Owner _ Architect PCIP ONLY - mm1 (1).docx)

Response: See Comment No. 15. All proposed revisions to AIA B101-2017 are declined; the Sample Contract stands as posted.

Comment No. 17

Comment: We would like to submit the attached contract exception document: B101-2017 Standard Form Agreement Between Owner _ Architect PCIP ONLY - mm1 (Designer Agreement TEMPLATE PCIP 081726 FINAL. mm1 (1).docx)

Response: See Comment No. 15. All proposed revisions to the Designer Agreement are declined; the Sample Contract stands as posted.

Comment No. 18

Comment: The recent addenda have provided valuable clarification regarding scope responsibilities, coordination requirements, permitting expectations, proposal formatting, required forms, and submission requirements. To allow proposers sufficient time to thoughtfully incorporate these updates, finalize teaming arrangements, and prepare the highest-quality responses, would the Port consider a modest extension to the current proposal due date of October 28, 2026? We believe a short extension would benefit both the Port and proposers by ensuring fully responsive and comprehensive submissions.

Response: No. The Proposal Closing of 4:00 PM Pacific Time, Wednesday, October 28, 2026, is unchanged.

END OF ADDENDUM NO. 4