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Pacific Coast Intermodal Port (PCIP)
Coos Bay Rail Line (CBRL) Upgrade Planning Project
Addendum No. 2
Date Issued: October 6, 2026

This Addendum No. 2 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: Procurement schedule update

Response: Page 2 of the RFP is modified as follows: Proposer Questions, RFP Protests, and Requests for Change are due via the Port website no later than 5:00 pm Pacific Time on October 14, 2026. The Proposal Closing of 4:00 PM Pacific Time, Wednesday, October 28, 2026, and all other dates in the Procurement Schedule (Section 1.1) are unchanged.

Comment No. 2

Comment: Attachment B provides that disciplines may be awarded independently to different Consultants and recognizes that certain disciplines depend upon inputs from others. Please confirm that each Consultant will be responsible only for its contracted discipline and the coordination obligations expressly assigned to that Consultant, and will not be responsible for errors, omissions, delays, or nonperformance of separately retained Consultants, except to the extent caused by the Consultant's own failure to satisfy its contractual coordination obligations.

Response: Confirmed as stated, subject to the terms of the applicable Sample Contract. Each Consultant will be responsible for its awarded discipline(s) and the coordination obligations set forth in Attachment B (Section 2 – Permitting & Other) as further defined in its negotiated Statement of Work, and will not be responsible for the errors, omissions, delays, or nonperformance of separately retained consultants except to the extent caused or contributed to by the Consultant's own failure to satisfy its contractual obligations, including its coordination obligations, its obligation to provide deliverables in a form usable by the other disciplines, and its exercise of the professional standard of care in reviewing and relying upon information furnished by others. The Port will establish the sequence and interface requirements among disciplines in the negotiated Statements of Work. Standard of care, indemnity, and liability provisions are those of the Sample Contracts in Attachment C; concerns with those provisions must be raised as a Request for Change by 5:00 pm Pacific Time on October 14, 2026 (see Comment No. 1 of this Addendum) per Section 1.7 and Section 2.1.

Comment No. 3

Comment: Will the NEPA lead provide a scope of what they require from us, and a schedule of when those documents are needed?

Response: Yes. As described in Attachment B (Item 2.2 Coordination), the NEPA Lead Services consultant (RFP 2026-02NEPA) is responsible for the Permitting Strategy Report, the Agency Coordination Plan, and the coordination protocols for all PCIP consultant teams (approvals map, change-impact crosswalk, and decision and commitments log), and will specify the format, content, and schedule of discipline outputs required to support the Notice of Intent readiness review and the single integrated EIS. Those requirements are being developed under the NEPA Lead's initial scope and will be provided to the selected Consultant(s) at or following award and incorporated into the negotiated Statement of Work, together

with the sequence and interface requirements the Port establishes among disciplines. They are not available for release with this RFP. For proposal purposes, Proposers should base their Project Strategy on the deliverables listed in Attachment B (Objectives and Deliverables), the period of performance in Section 1.3 (contract start December 2, 2026; 60% design package no later than January 2028), and the CRISI grant scope in Attachment E, and should describe how they will integrate environmental and design inputs into the NEPA process on that schedule.

Comment No. 4

Comment: Page 11, Section 2.4.3 Proposal Format: Will the Port consider allowing the Organization Chart and Project Schedule to be outside of the page count similar to resumes so that we can give the Port the optimum amount of detail?

Response: Yes. Subsection 2.4.2 is modified as follows: the organization chart required by Subsection 3.2.4 and the milestone-level schedule required by Subsection 3.2.5 may each be submitted as a single page in an Appendix and will not be counted toward the page limit. Each may be printed on one 11" x 17" sheet. All other content, including the narrative description of the management approach and schedule, remains subject to the page limit and the format requirements of Subsection 2.4.3.

Comment No. 5

Comment: ALTA Table A Items – We would like to get some clarification on the Optional Table A Items that will be requested. We would suggest the following table A items for acquisition. 2, 4, 7(a), 8, 11(a), 13, and 16. Does CBRL have an idea of the Table A items that will be requested?

Response: The RFP does not specify ALTA/NSPS Table A items; the final Table A selection will be established in the negotiated Statement of Work with the Port and NorthPoint, taking into account title, lender, and rail-crossing agreement requirements. Because this is a qualifications-based selection, the Table A list does not affect Proposal evaluation and will be addressed when cost proposals are requested under Section 4.0. For planning purposes, Proposers may assume the Table A items suggested in the question (2, 4, 7(a), 8, 11(a), 13, and 16) are representative of the minimum anticipated scope, together with any additional items the Port and NorthPoint identify during negotiation.

Comment No. 6

Comment: Are contractors/subcontractors eligible to apply to both the CBRL and Terminal projects (assuming subject to any conflict of interest constraints), and that presently engaged contractors/subcontractors (e.g., NEPA, Reedsport) are also eligible?

Response: Yes, with the qualifications below.

a) Both RFPs. RFP 2026-01TERM and RFP 2026-03CBRL are separate solicitations. A firm may propose as a prime, and/or participate as a sub-consultant, under either or both RFPs, for any discipline(s). Each Proposal is evaluated and awarded independently (Section 1.4 and Section 3.1). A firm proposing or participating under both RFPs should address the capacity and workload of its key personnel across both projects in its Subsection 3.2.4 response, since the periods of performance run concurrently (December 2, 2026 through January 2028), and key personnel may not be reassigned without prior consultation with the Port.

b) Conflicts of interest. Every Proposer, and every sub-consultant whose work will support the EIS, must submit the Attachment F Conflict of Interest Disclosure/Certification and must identify in its Subsection 3.2.6 response all work performed within the last three years for the Port, Oregon EcoTerminals, LLC, NorthPoint Development, LLC or its affiliates, or on the PCIP terminal, navigation channel, or rail components. A disclosed relationship does not automatically disqualify a Proposer; failure to disclose may result in rejection of the Proposal or termination of the Contract.

c) Presently engaged contractors. Firms currently under contract to the Port, NorthPoint, or Oregon EcoTerminals on other PCIP or CBRL work are eligible to propose, subject to (b) above and to Section 5.2 (Future Work Limitations). Under Section 5.2, a firm or its Affiliate that has advised or assisted in developing the specifications, scope or statement of work, or solicitation documents for this procurement may be determined ineligible on a case-by-case basis by the Port and NorthPoint. In particular, the NEPA Lead Services consultant (RFP 2026-02NEPA) and its sub-consultants and Affiliates assisted in developing the statements of work for these RFPs and are responsible, as third-party contractor to the U.S. Army Corps of Engineers, for the independent preparation of the EIS that will evaluate the work procured here. Accordingly, eligibility of the NEPA Lead Services consultant, its sub-consultants, and their Affiliates will be determined by the Port and NorthPoint on a case-by-case basis under Section 5.2; such

firms should request a preliminary determination from the Single Point of Contact before submitting. Firms engaged on other existing Port or CBRL contracts that did not participate in developing this RFP are eligible, subject to (b).

d) A firm concerned about possible ineligibility on any of the above grounds should contact the Single Point of Contact before the Proposal due date for a preliminary determination (Subsection 3.3.2).

Comment No. 7

Comment: Section 1.7 states that contract terms and conditions will not be negotiated after the solicitation protest deadline. If a proposer identifies provisions that present material insurance, professional liability, or contractual-risk concerns, should those concerns be submitted as Requests for Change prior to the October 7 deadline for Port and NorthPoint consideration? Please further confirm that any provision remaining subject to negotiation after selection will be identified in an Addendum.

Response: Yes. Under Section 1.7, NorthPoint and the Port will not negotiate any term or condition of the applicable Sample Contract after the solicitation protest deadline unless an official Addendum has modified that term or expressly reserved it for negotiation. Accordingly, a Proposer that has material concerns regarding insurance, professional liability, limitation of liability, indemnity, or other contractual-risk provisions in the Sample Contracts (Attachment C) must submit those concerns as a Request for Change through the Port's solicitations webpage no later than 5:00 pm Pacific Time on October 14, 2026 (see Comment No. 1 of this Addendum) in conformance with OAR 137-048-0240(1), identifying the RFP number, discipline, project name, and the specific provision and requested change. NorthPoint and the Port will consider timely Requests for Change and will identify in an Addendum any provision that is modified or reserved for negotiation with the selected Proposer. Provisions not so identified will be considered accepted upon Proposal submittal per Section 1.7 and Attachment A, Part II, and Proposals conditioned on other terms will be rejected.

Comment No. 8

Comment: Please clarify the respective authority of NorthPoint and the Port throughout contract performance, including identification of the party authorized to:

- Direct work
- Approve deliverables
- Approve schedules
- Authorize scope modifications
- Authorize Additional Services

- Resolve technical disputes ▪ Approve invoices If conflicting direction is received from NorthPoint and the Port, which direction shall govern?

Response: As provided in Section 1.1 and Attachment C, NorthPoint is the Client and contracting party under each Contract, and the Port is the public sponsor, the applicant to the U.S. Army Corps of Engineers, and the recipient of and responsible party under the CRISI grant. The Consultant's contractual relationship is with NorthPoint. The Port participates in selection, negotiation, and administration of the Contract and must concur in each Statement of Work and fee (Attachment C and Subsection 3.3.2). Within that structure, and subject to the terms of the executed Contract:

- *Direct work; approve deliverables and schedules; resolve technical disputes; approve invoices: NorthPoint, acting through the NorthPoint representative designated in the Contract (see Attachment C, Contract Worksheet). NorthPoint will coordinate with the Port's designated project representative, and deliverables that support the EIS, permitting, or grant reporting will be furnished concurrently to the Port and, where applicable, the NEPA Lead Services consultant (Attachment F, Independent Review).*
- *Authorize scope modifications and Additional Services: NorthPoint, by written Task Order Amendment or contract amendment, with Port concurrence. Because the Services are grant-funded, no modification that changes the grant scope, schedule, or budget will be authorized without Port concurrence and, where required, approval of the Federal Railroad Administration and the Port Commission (Section 1.5, Subsection 3.3.2, and Attachment E, Section 4.3).*

Only written direction from the NorthPoint representative designated in the Contract is binding on the Consultant. The Port's staff, consultants, and the NEPA Lead Services consultant may provide technical input, review comments, and coordination requirements, but may not direct changes to the Consultant's scope, schedule, or fee. If the Consultant receives direction from the Port, or from any other party, that it believes conflicts with direction from NorthPoint, or that would change its scope, schedule, or fee, the Consultant shall not act on it and shall promptly notify the NorthPoint representative in writing; NorthPoint and the Port will resolve the matter and NorthPoint will issue written direction. The specific representatives, notice procedures, and escalation path will be identified in the executed Contract and Statement of Work.

Comment No. 9

Comment: The RFP contemplates independent evaluation and award of individual disciplines, while simultaneously emphasizing schedule certainty, integrated delivery, and coordination among multiple consultant teams. Would the Port and NorthPoint consider proposals led by a single prime consultant responsible for multiple disciplines, supported by subconsultants providing the requisite technical services, where the prime consultant serves as the single point of accountability for coordination, schedule management, quality control, and delivery across the proposed disciplines? If such an approach is acceptable, please clarify how the Port would evaluate and award integrated multi-discipline teams under this procurement structure.

Response: Yes. The RFP expressly permits a Proposer to propose for one or more disciplines (Section 1.1, Section 1.4, and Attachment B) and to use sub-consultants to provide the technical services within a discipline (Subsection 3.2.2, Subsection 3.2.4, and Attachment D). A single prime may propose for any combination of Disciplines 1.1 through 1.8 and 2.1 and may serve as the single point of accountability for coordination, schedule, quality control, and delivery of all disciplines it is awarded; Subsection 3.2.4 provides that one project manager may serve all awarded disciplines, provided a discipline lead is named for each.

Evaluation and award, however, remain discipline-by-discipline as stated in Section 1.4 and Section 3.1. A multi-discipline Proposal is scored separately for each discipline proposed, using the discipline-specific Subsection 3.2.3 Experience and Subsection 3.2.4 Project Team responses and the single Subsection 3.2.2 Description of Firm and Subsection 3.2.5 Project Strategy, within the page limit of 20 + (5 × number of disciplines). The Port will not award a discipline to a lower-ranked Proposer in order to consolidate disciplines under one prime. A prime proposing for multiple disciplines may therefore be awarded some, all, or none of them, and per Attachment B must be prepared to deliver each awarded discipline whether or not it is awarded the others. Proposers are encouraged to use the Project Strategy (45 points) to describe how an integrated team would deliver schedule certainty and coordination across the disciplines proposed, and to describe how the same team would perform if awarded only a subset.

END OF ADDENDUM NO. 2