

**DALLAS/FORT WORTH INTERNATIONAL AIRPORT  
DESIGN, CODE AND CONSTRUCTION DEPARTMENT**

**ADDENDUM NO. 01  
FOR**

**ARCHITECTURAL DESIGN AND DESIGN MANAGEMENT  
CONTRACT NO. 8500356**

**August 4, 2017**

The Request for Qualification Statements for the above is hereby revised as follows:

**RFQ Revisions**

1. Appendix 5 – Solicitation Schedule has been replaced with the attached.
2. Appendix 4 – The Agreement, pages 1 & 5 have been revised as detailed below and replaced with the attached.
  - a. Page 1, paragraph 1.c.i term language has been revised from “three (3) years” to “five (5) years”
  - b. Page 5, paragraph 5.a.ii NTE Amount has been revised from “Twelve Million Dollars \$12,000,000.00” to “Fifteen Million Dollars \$15,000,000.00”.

**Schedule Revisions**

1. Statement of Qualifications Due has been revised from September 4, 11:00am to September 1, 11:00am.
2. Committee Review has been revised from September 5-22, 2017 to September 5-8, 2017.
3. Tentative Interview Dates has been revised from October 4-13, 2017 to September 11-15, 2017.
4. Airport Board Action has been revised from December 2017 to October 2017.
5. Estimate Notice to Proceed has been revised from December 2017 to October 2017.
6. Contract Term has been revised from 3 years to 5 years.

**Solicitation Questions (Q) and Answers (A)**

1. (Clarification) – Details of each Respondent’s and their team’s current contracts or services provided should be included with your response on Form 3 #9 of the Request for Qualifications Statement. It is the responsibility of the Respondent to fully examine and investigate their team’s current contracts and engagements with the Board. The Board is aware of the below known conflicted contracts;
  - i. 8500327-Program Management/Construction Management Services (With Federal Provisions)
  - ii. 8500329-Program Management/Construction Management Services (Without Federal Provisions)
  - iii. 8500326-Estimating, Cost Management and Scheduling Services
  - iv. 8500331-Commissioning Services (6 Year Without Federal Provisions)
  - v. 8500323-Planning Services

To ensure no conflicts exist with firms contracted, teamed or otherwise engaged in the above contracts a letter from the Prime consultant of each contract is required that confirms the following;

- i. Their agreement to terminate Respondent’s contract at the time of Respondent’s notice of selection.
- ii. The release of Respondent will in no way hinder their ability to meet all their contractual obligations to the Board. Upon notice of selection Respondent(s) must terminate any agreement, contract or relationship they may have in the contracts above.

## Appendix 5 – Solicitation Schedule

ARCHITECTURAL DESIGN AND DESIGN MANAGEMENT  
CONTRACT NO. 8500356

<b>Advertisements</b>	July 23, 30, 2017 August 6, 2017
<b>Request for Statement of Qualifications available on website</b>	July 23, 2017
<b>Pre-Qualifications Conference DCC Rm 112</b>	August 1, 2017, 1:00pm
<b>Deadline for Questions</b>	August 17, 2017, 5:00pm
<b>Issue Addenda (if applicable)</b>	August 25, 2017
<b>Statement of Qualifications Due</b>	September <del>4</del> <sup>1</sup> , 2017, 11:00am
<b>Committee Review</b>	September 5- <del>8</del> <sup>22</sup> , 2017
<b>Tentative Interview Dates</b>	<del>October 4-13</del> <sup>September 11-15</sup> 2017
<b>Airport Board Action</b>	<del>December</del> <sup>October</sup> 2017
<b>Estimated Notice to Proceed</b>	<del>December</del> <sup>October</sup> 2017
<b>Contract Term</b>	<del>5</del> <sup>3</sup> years

Statement of Qualifications in response to this RFQS must be received by Board’s Program Solicitation Manager, Travis Sanderfer, at the following address: Design, Code and Construction Department, 3003 South Service Road, DFW Airport, Texas 75261, no later than listed due date and time above. Any Qualifications Statement received after this time will not be considered and will be rejected and returned.

Solicitation Questions – All e-mails must be addressed to [DFWAirportSolicitations@DFWAirport.com](mailto:DFWAirportSolicitations@DFWAirport.com) and include in the Subject Line “Questions Regarding Agreement No. 8500356 Architectural Design and Design Management ” Questions received after the designated submittal date will not be considered.

DCC Contract Administrator – Suzanne DeVasher

**ARCHITECTURAL DESIGN AND DESIGN MANAGEMENT  
AGREEMENT NO. 8500356**

This Architectural Design and Design Management Agreement No. 8500356 (“Agreement”) is entered into effective as of **Date of OBA** (“Effective Date”), between the Dallas/Fort Worth International Airport Board (“Board”) and **Consultant Name** (“Consultant”).

**Agreement Name:** Architectural Design and Design Management

**Consultant:**

**ADDRESS HERE**

**Agreement No.** 8500356

**Dallas/Fort Worth International Airport Board**

Design, Code & Construction Department

3003 South Service Road

P.O. Box 612008

Dallas/Fort Worth International Airport

DFW Airport, Texas 75261

**Authorized Representative:**

**Authorized Representative:**

**Phone:**

**E-Mail:**

**Phone:**

**E-Mail:**

**1) PRELIMINARY AGREEMENT MATTERS**

a) **Authorization** – This Agreement is authorized by Official Board Action/Resolution No. **2017-xx-xxx** adopted by Board on **date**.

**b) Services**

i) **Scope** – Board, the owner and operator of the Dallas/Fort Worth International Airport (“Airport”), desires to obtain from Consultant the services (“Services”) set forth on Exhibit 1 – Scope of Services, attached and Consultant desires to provide those Services to Board.

ii) **Warranties** – As of the Effective Date and continuing throughout the Term, Consultant warrants to Board that:

- (1) The Services will be performed in accordance with the professional skill and care ordinarily provided by competent consultants under Applicable Laws practicing in the same or similar locality and under the same or similar circumstances and professional license; and as expeditiously as is prudent considering the ordinary professional skill and care of a competent consultant.
- (2) Consultant will perform the Services in compliance with all Applicable Laws.

**c) Term and Effective Date**

- i) This Agreement will have a term (“Term”) of ~~three~~ five (**35**) years in duration, commencing on the Effective Date.
- ii) Any Delivery Order issued pursuant to this Agreement may contain a performance period that extends beyond the Term of this Agreement and the Agreement, as to such Delivery Order, will be deemed still in effect through and including the term of the Delivery Order

**d) Interpretation/Agreement Documents**

i) **Defined Terms** – All capitalized terms used in this Agreement will have the meanings ascribed to them in the Agreement and on Exhibit 2 – Definitions, attached.

ii) **Agreement Documents/Order of Precedence** – This Agreement is comprised of the following documents (“Agreement Documents”):

- (1) Amendments/Modifications to Agreement (taking precedence sequentially by Amendment/Modification number)
- (2) Agreement
- (3) Exhibits to Agreement (taking precedence sequentially by Exhibit number), consisting of the following Exhibits:
  - (a) Exhibit 1 – Scope of Services
  - (b) Exhibit 2 – Definitions

**4) DELIVERY ORDERS**

- a) **Description of Services; Delivery Orders** – Services will be assigned to Consultant pursuant to Delivery Orders negotiated and executed between the Parties. If any Services to be performed are not specifically included on Exhibit 1 – Scope of Services, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on Exhibit 1 – Scope of Services. Any such Services will be adequately defined by subsequent Delivery Order(s).
- b) **Delivery Order Procedure**
- i) **Master Document** – This Agreement will serve as a master document applicable to Delivery Orders issued under it.
  - ii) **Request for DO Proposal** – If Board identifies a project for which Services are required, it will provide to Consultant a written request for a Delivery Order Proposal (“Request for DO Proposal”). The Request for DO Proposal will contain sufficient information to enable Consultant to prepare a responsive Delivery Order Proposal (“DO Proposal”). The Request for DO Proposal may include, but not be limited to, the following:
    - (1) scope of Services
    - (2) schedule
    - (3) the specific method(s) of compensation that will be used under the Delivery Order
    - (4) additional compensation terms applicable to Delivery Order
    - (5) additional terms and conditions applicable to the Delivery Order
    - (6) facilities or equipment Board is willing to provide to Consultant while performing any Services under the Delivery Order
  - iii) **DO Proposal** – Within 14 Calendar Days (or sooner, if specified in the Request for DO Proposal) of Consultant’s receipt of a Request for DO Proposal, it will, at its own Cost (that is not reimbursable), prepare and submit to Board its DO Proposal. In Board’s Request for DO Proposal, it may:
    - (1) require Consultant to submit its DO Proposal in a certain format or on certain forms
    - (2) require Consultant to provide Board specifically requested information, including Cost information that details any proposed compensation categories and the specific Cost items in those categories
    - (3) take such further actions as may be necessary for the Parties to comply with any federal Applicable Laws, including those that concern and are included in the FAA’s Airport Improvement Program, Architectural, Engineering and Planning Consultant Services for Airport Grant Projects (including AC NO. 150/5100-14E [9/25/2015]), or similar federal Applicable Laws
  - iv) **Execution of Delivery Order** – If the Parties are able to agree on the terms of a Delivery Order, one will be executed.
- c) **No Obligation to Issue Delivery Orders** – Consultant acknowledges that this Agreement does not obligate Board to issue to it any Delivery Order for any Services for any project and that Consultant has no entitlement or expectation of being awarded any Services under it. Further, Board may also determine that it is in its best interests to issue an independent procurement for any of the Services contemplated under this Agreement, rather than issue a Delivery Order to Consultant for such Services.

**5) GENERAL COMPENSATION PROVISIONS**

- a) **Not to Exceed Amount**
- i) This Agreement will involve no actual payment of compensation to Consultant by Board; compensation will only be payable pursuant to a Delivery Order issued under this Agreement.
  - ii) For purposes of establishing available contract capacity out of which to pay compensation under any issued Delivery Order, the Parties agree that the amount of this Agreement during its Term will not exceed ~~Twelve-Fifteen~~ **Million Dollars \$152,000,000.00** (“NTE Amount”), unless increased by mutual agreement of the Parties and reflected in an amendment to this Agreement, subject to any requirement that Board legislatively approve such amendment.