

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

**ADDENDUM NO. 3  
FOR**

**Terminal D South Expansion - Construction Manager-At-Risk (CMAR)**

**CONTRACT NO. 9500647**

**August 30, 2018**

The Request for Bids for the above is hereby revised as follows:

**Schedule Revisions**

1. Issue Addenda date is revised from August 28, 2018 to September 7, 2018.
2. Proposal Opening date is revised from September 5, 2018 11:00am to September 17, 2018 11:00am.
3. Proposal Scoring is revised from September 5 – September 21, 2018 to September 17 – September 28, 2018.
4. Interviews is revised from September 24 – September 28, 2018 to October 8 – October 12, 2018.

**Request for Proposal Revisions**

1. The request for Proposal is replaced with the attached, see below for a summary of revisions made:
  - a. Table of Contents is revised to reflect new forms required related to Clarification No.1 below.
  - b. Advertisement page is revised to reflect new Pre-Construction and Construction specific MBE Goals.
  - c. Part 1 – Instruction to Bidders is revised as detailed below:
    - i. Paragraph 2.b) Budget is revised to clarify the construction estimate.
    - ii. Paragraph 10) Litigation or Administrative Actions is added.
  - d. Part 2 – Contents of Proposals/Required Submittal is revised as detailed below:
    - i. Paragraph 3.h) Proposal Price is revised to clarify CMAR Lump Sum Fee.
    - ii. Paragraph 5) Submittals is revised to reflect new forms required related to Clarification No.1 below.
  - e. Part 3 – Evaluation of Proposals, paragraph 2) Initial Evaluation of MBE Component is revised to include both the Pre-Construction Services MBE Goal and the Construction Services MBE Goal.
  - f. Appendix 3 – Forms is revised to reflect new forms required related to Clarification No.1 below.
    - i. Form 3 – Questionnaire is revised to add footnote 6.
    - ii. Form 4 – Commitment to Minority Business Enterprise (MBE) Participation Form (Construction Phase) is revised to clarify for Construction Phase only.
    - iii. Form 4.1 – Commitment to Minority Business Enterprise (MBE) Participation Form (Pre-Construction Services) is added.
    - iv. Form 5 – Pre-Construction Services Schedule of Subcontractors (Preliminary) is revised to clarify for Pre-Construction Services.

- v. Form 6 – Intent to Perform Contract as a MBE Subcontractor (Pre-Construction) is revised to clarify for Pre-Construction Services.
- g. Appendix 4 – The Contract is revised as detailed below:
  - i. Article 4.1.1.1 is revised to remove reference to Exhibit 5.
  - ii. Exhibit 2 – Supplemental Provisions is revised to correct footnote No.2 and to reflect new MBE Goals for Construction and Pre-Construction services.
- h. Appendix 6 – Solicitation Schedule is revised as detailed above in Schedule Revisions.
- i. Appendix 7 – Proposal Price is revised to add clarification to the Lump Sum Fee and Pre-Construction NTE.

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

1. (Clarification) MBE Goal: The 35% MBE Goal applies to only Construction Phase services, see attached RFP revisions. A separate MBE goal for Pre-Construction Services will be provided in a subsequent addendum. Form 5 – Pre-Construction Services Schedule of Subcontractors and Form 6 – Intent to Perform Contract as a MBE Subcontractor (Pre-Construction Services) only need to be filled out for Pre-Construction Services, percentage of work is required. A compliance plan will be required for Construction after selection and prior to GMP amendment.
  
2. (Q) A. Please clarify if the 35% MBE Goal applies to the Pre-Construction phase or is the goal to be applied to the Construction Phase.  
 B. If the 35% MBE Goal applies to the Pre-Construction Phase (Question A), please confirm that “Form 5 Schedule of Subcontractors” is to be filled out for the Pre-Construction Phase only on this Request for Proposal and the MBE Subcontractors for Construction Phase will be provided by the General Contractor once the GC has issued the 100% Construction Documents for bid proposals and those proposals have been thoroughly evaluated.  
  
 (Q) Since this is a CMAR (Fee and Preconstruction Proposal) and we are not contracting with any trade subcontractors for the work at this time - are we to only fill out Form 5 SCHEDULE OF SUBCONTRACTORS (Preliminary) for the Preconstruction portion of the work?  
  
 (Q) Please clarify how to complete Form 5: Schedule of Subcontractors. As a CMAR contract, specific construction subcontractors cannot be identified at this time. Is the intent that this form be completed based upon Preconstruction Services only? If so, what dollar amount should the total percentage be calculated on, as we are only proposing hourly rates at this time?  
  
 (A) See Clarification No.1.
  
3. (Q) If our joint venture is self-performing the preconstruction services and we have no consultants are we to list our minority JV partners on Form 5?  
  
 (A) MBE JV partners will be required to be listed in the Form 5 and Form 6 for their percentage of work being performed for Pre-Construction.
  
4. (Q) Please clarify how to complete Form 6: Intent to perform contract as an MBE Subcontractor. As a CMAR contract, specific construction subcontractors cannot be identified at this time. Is the intent that this form be completed based upon Preconstruction Services only?  
  
 (A) See Clarification No.1.

5. (Q) Per Form 4 of Contract No. 9500647, page 25 of 33, self performance of work is noted, however, it is noted solely in terms of MBE participation. Please provide clarification if self performed work is acceptable, if limitations are in place on capacity and scope of self perform work, and if restrictions are in place to limit self perform work to MBE participants only.
- (A) Self performance will comply with section 2265.255 of the Texas Government Code.
6. (Q) In the RFP on page 6, #10, it states the Board encourages Minority/Women Owned Business Enterprise (MBE) firms to participate in this solicitation and encourages teaming arrangement Proposals which include MBE participation. However, pages 1, 15 and 18 lists Disadvantaged/Small/Minority/Women Business Enterprise (D/S/M/WBE) goal. Please clarify if only MBE certification counts towards participation or if all D/S/M/WBE certified firm counts even if they are not minority, for example, White Female or White Male-Owned Small Businesses.
- (A) Only MBE Certifications will count towards the MBE Participation goals of this contract.
7. (Q) If the prime GC elects to utilize an MBE as a JV partner or for CMAR staffing, what are their requirements where their staffing participation (percent of staff) would constitute MBE participation?
- (A) See No.3 above.
8. (Q) Concerning the formation of Joint Ventures. What documentation confirming the Joint Venture do you require?
- i. Executed Teaming Agreement with Percentages for each team member clearly listed?
  - ii. Executed Joint Venture Agreement with Percentages for each team member clearly listed?
  - iii. CAGE number?
- (A) The Business Disclosure Form will identify Joint Venture participants. A copy of the Joint Venture Agreement is not required. If Joint Ventures are proposed with MBE participants, a draft of the JV must be submitted with the proposal.
9. (Q) Concerning the FEE Proposal. The FEE proposal is requested as a LUMP SUM, the proof of bonding capacity is requested at \$150 million. The RFP document list the project to be in the range of \$135 million and \$150 million. How will increases over \$150 million be addressed? Will there be a cap on increases (scope/cost) before a FEE can be applied?
- (A) The Lump Sum CMAR Fee proposed in response to this RFP will be the Lump Sum CMAR Fee used at GMP regardless of the GMP amount. At such time that Board and Construction Manager negotiate a change directive to the Contract that involves an increase or decrease in monies included in the Contract, Board and Construction Manager may discuss whether such increase or decrease merits an increase or decrease to the CMAR Fee.

10. (Q) The CMAR fee is requested as a lump sum, rather than a percentage of the cost of work, however the RFP states the project cost as a range from \$135-\$150 million. Can DFWIA please provide a specific project cost upon which the CM Fee should be based? This will help ensure that all proposer's lump sum fees are based upon the same, defined cost of work and can be evaluated "apples to apples."

(Q) Appendix 7 – "Proposal Price" requests a single entry for "CMAR Lump Sum Fee". To assist in providing consistency amongst all proposals, please confirm that the lump sum fee is based on a \$150M GMP value and 20 months of construction.

(Q) Per page 4 of 33 of the RFP, the project value is \$135 to \$150 million. Per page 30 of 33, of the RFP, it indicates to provide proof of bonding in the amount of \$150M. The bid form exhibit 7 requests a lump sum CMAR fee for construction. Please clarify what project value the exhibit 7 lump sum fee should be based on.

(A) Refer to the revised RFP document defining the current construction estimate.

11. (Q) Does DFW Airport consider the CMAR Lump Sum Fee a function of percent of GMP value? In other words, if the actual GMP comes in lower, at \$125M (rather than \$150M), would the fee value adjust proportionately?

(A) No.

12. (Q) Please clarify how many copies of the Appendix 7 price proposal form are required in a sealed separate envelope.

(A) 1 original plus 6 copies.

13. (Q) Please clarify if the Appendix 7 Price Proposal form is also to be included on the flash drive or not.

(A) Yes.

14. (Q) For the submission, are you wanting SEVEN separate envelopes including ONE proposal, ONE exhibit 7 (separate from proposal), and ONE flash drive or ONE envelope with SEVEN copies of Exhibit 7 and SEVEN envelopes with ONE proposal and ONE flash drive attached all in ONE box. Please clarify.

(A)

- The Proposal (1 original and 6 copies) must each be submitted in a 3-ring binder (7 binders total). All contents must be submitted in a sealed box clearly labeled with the Proponent name and Contract Number.
- The Proposal Price (1 original and 6 copies) must be submitted in one separate sealed envelope.

15. (Q) Per Contract No. 9500647, page 9 of 33, the proposal is limited to a maximum of thirty pages, numbered sequentially. Will pages used for the sole purpose of dividing sections or table on contents, i.e. tab dividers, be included in the overall page count? If tab dividers or table of contents are not included in the overall page count, should tab dividers carry a sequential page number?

(A) Tab dividers will not be counted towards page limit. Table of Contents will count towards page limit.

16. (Q) Please clarify that if proposer is a Joint venture, Form 2 Workforce Composition form should still be filled out by each individual JV team member.

(A) Each Joint Venture team member must complete the Work Force Composition Form.

17. (Q) In regards to Contract No. 9500647, do proponents pursuing in a joint venture agreement require additional forms or approval from the Dallas/Fort Worth International Board or other stakeholders/ municipalities? In additional, is a copy of the joint venture agreement required at submission?

(A) See No.8 above.

18. (Q) Concerning F. i: Provide Proponent's safety record on all previous projects within the past 5 years and describe the teams approach to safety.

Can you please clarify what records you want for each JV team member, will an EMR number suffice?

(A) Presentation and formatting of this information is at the discretion of each respondent.

19. (Q) We did not see any mention of the Rolling Owner Controlled Insurance Program (ROCIP) in the RFP or Exhibits provided. Please confirm that DFW Airport will not be utilizing the ROCIP program for this project.

(A) No ROCIP is defined at this time.

20. (Q) Exhibit 2: Supplemental Conditions, Section L: Program Management Software notes that CMAR may be required to use this system. Can you advise if this system will be utilized for the project? If so what is the system that will be utilized?

(A) Yes, CMAR will be required to utilize DFW Program Management Software and systems. Specific software requirements will be defined during the Pre-Construction Services phase.

21. (Q) Article 4 of the A133 Contract provided defines compensation for the Preconstruction Phase. Section 2.1.10, Other Preconstruction Phase Services Section 1, notes that the pre-construction may need to be performed at DFW DCC. Please confirm if this means that co-location will be required for Preconstruction Phase Services. If not, please confirm that that all off-site staff members involved in the preconstruction will be reimbursable based on the rates provided.

(A) Co-location may be required during Preconstruction Phase Services. Rates included in the Price Proposal will be used regardless of location of staff.

22. (Q) Per Contract No. 9500647, page 10 of 33 section c., refers to the "Proponent's Team" and "team members". Please provide clarification on whether the term "team" refers to the corporate/company entities or the individual personnel making up the programs staffing.

(A) This refers to the Corporate entities of the Proponent's Team.

- 23. (Q)** Per General Conditions of the Contract for Construction (AIA A201-2007), subsection 10.3.3 has been omitted. We request that subsection 10.3.3 be considered for reinstatement.
- (A) No.
- 24. (Q)** Per General Conditions of the Contract for Construction (AIA A201-2007), subsection 14.1.1, 14.1.2, 14.1.3 and 14.1.4 has been omitted. We request that subsections 14.1.1, 14.1.2, 14.1.3 and 14.1.4 be considered for reinstatement.
- (A) No.
- 25. (Q)** Per Exhibit 3 - Insurance and Bonding Requirements, the waiver of subrogation is not mutual. We request that waiver of subrogation be mutual.
- (A) No.
- 26. (Q)** Per General Conditions of the Contract for Construction (AIA A201-2007), subsection 9.4.1 and 9.4.2 has been omitted. We request that subsection 9.4.1 and 9.4.2 be considered for reinstatement.
- (A) No.
- 27. (Q)** Per General Conditions of the Contract for Construction (AIA A201-2007), subsection 9.7 has been omitted. We request that subsection 9.7 be considered for reinstatement.
- (A) No.
- 28. (Q)** Are exhibit 7 billable rates for preconstruction only or do they include construction as well?
- (A) Pre-construction only.
- 29. (Q)** Will the billable rates, defined in exhibit 7, be adjusted due to escalation or are billable rates fixed for entire construction duration?
- (A) Fixed.
- 30. (Q)** Please provide additional clarification on what the airport defines as "reimbursable expenses" in relation to construction staff.
- (A) See Article 6 – Cost of the Work for Construction Phase of the Contract.