

February 27, 2019

ADDENDUM No. 2

FOR

**SOUTH AIRFIELD DETENTION CONSOLIDATION
AT CHICAGO O'HARE INTERNATIONAL AIRPORT**

SPECIFICATION NO. 924070

For which Statements of Qualifications are due in the office of the Chief Procurement Officer, Department of Procurement Services, Bid & Bond Room 103, City Hall, 121 N. LaSalle Street, Chicago, IL 60602 at **4:00 p.m., Central Time on March 1, 2019.**

The following additions, changes and revisions are incorporated into the above-referenced Specification (the "Contract Documents") as noted. All other provisions and requirements as originally set forth, except as amended by previous addenda, remain in full force and are binding. Any additional work required by this Addendum shall conform to the applicable provisions of the original Contract Documents.

**RESPONDENT MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE COVER LETTER
SUBMITTED WITH ITS PROPOSAL**

SECTION 1. NOTICE OF REVISIONS/CHANGES/CLARIFICATIONS

1	The SOQ Submittal Date has been extended to <u>Tuesday, March 12, 2019.</u>
2	Section II.B.4 has been revised. See attached.
End of Section 1.	

SECTION 2. RESPONSES TO QUESTIONS/REQUESTS FOR CLARIFICATIONS

The following questions and requests for clarification were submitted in accordance with the instructions provided in the Contract Documents. The City's response (shown in ***bold italics***) follows each question or request for clarification in the table below:

Question 1:	With reference to Attachment 3 A.1 Conflicts Matrix – would it be possible for CBA to release the names of Conflicted parties listed in the "Contracts Awarded" section to assist the Responder to assemble the best Qualified Teams for this RFQ?
Response:	<i>The Conflicted Parties are aware of their status. The City does not maintain a list.</i>
Question 2:	Addendum 1 of Specification 924070 changes Section 4 Project Experience (Page -15) to state 3 comparable and relevant projects. Section 4.1.b.i specifies the Lead Constructor and Tunnel Subcontractor to have experience in at least (2) EPB or Slurry projects meeting the minimum requirements stated. Section 4.1.b.ii specifies the Lead Constructor and Tunnel Subcontractor to have experience in at least (2) aviation projects that involved airside work with similar levels of security and safety, high levels of ongoing operations, similar trades, complexity and magnitude.

	<p>If the respondent is to submit only 3 projects and to demonstrate experience to meet both requirements then at a minimum one of the projects would have to meet both requirements above meaning project experience in the last ten years driving a minimum 2,500ft long 12 feet diameter EPB or Slurry TBM tunnel on an aviation project.</p> <p>Does one of the submitted project experience and past performance 'comparable and relevant projects' need to meet the minimum requirements of Section 4.1.b.i AND Section 4.1.b.ii?</p>
Response:	<i>The projects listed under 4.1.b.i and 4.1.b.ii do not need to be the same projects as listed in the detailed Project Experience forms. Up to seven (7) Project Information sheets may be submitted, including three (3) comparable and relevant projects as described in Paragraph II.B.4, and up to two (2) each for projects exhibiting the experience of the Lead Tunnel Contractor or Tunnel Subcontractor (see paragraph II.B.4.1.b) and the Lead Design Firm or Tunnel Design Subconsultant (see paragraph II.B.4.1.b). Please see revised section II.B.4 attached.</i>
Question 3:	Please reference Sample Contract Section 5.10.1(d). Please provide access to the CDA Construction Safety Manual and the Construction Safety Phasing Plan.
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. Please provide comments on the Sample Agreement in the SOQ Executive Summary as noted in Addendum 1, response to Question 3.</i>
Question 4:	Please reference RFQ Section I.D, Procurement Timetable. Please provide target dates or target date ranges for the timetable of Step 2. This will affect the availability of Key Personnel.
Response:	<i>A specific timetable is not available beyond the information mentioned in the RFQ.</i>
Question 5:	What is the specific criteria that the RFP in Step 2 be evaluated on? Lowest responsive/responsible bidder, best value, or other.
Response:	<i>This will be addressed in the RFP.</i>
Question 6:	Please confirm if a stipend will be provided for Step 2/the RFP Stage
Response:	<i>This will be addressed in the RFP.</i>
Question 7:	Please reference Section II.B.6. Please confirm if Design-Builder is to provide EMR and OSHA 300 logs from the past three (3) previous full years or 2015 through 2017.
Response:	<i>Refer to Section II.B.6. Provide information for the last three years. If 2018 information is not available provide information for 2015-2017.</i>
Question 8:	Please reference Exhibit F to the Agreement, M/WBE Requirements Section V.J. Due to the specialized nature of this Project's Scope and Design-Build procurement method, executing subcontracts and purchase agreements within three (3) business days of Contract execution with the City Prior to detailed design being completed for the Work is not feasible. Please consider granting additional time to execute subcontracts and purchase agreements after receipt of executed Contract between Design-Builder and City.
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 9:	Please reference Exhibit F to the Agreement, M/WBE Requirements Section II Definitions. Please provide access to the "Directory".
Response:	<i>The MBE/WBE Directory is available on the City's website at https://chicago.mwdbe.com/FrontEnd/VendorSearchPublic.asp?TN=chicago</i>
Question 10:	Please reference RFQ Section II.B.2. Response is limited to 3 pages. A significant amount of information is requested in the Executive Summary and 3 pages is quite

	limiting to provide sufficient information. Please consider limiting the Cover Letter to One (1) page and the Executive Summary to Six (6) pages.
Response:	No.
Question 11:	Please confirm if the entities comprising a Joint Venture or a Limited Liability Corporation must be registered to do business in the State of Illinois with the Illinois Secretary of State prior to submitting a proposal in response to the Step 2 RFP.
Response:	<i>This will be addressed in the RFP stage.</i>
Question 12:	Please confirm if a Joint Venture or Limited Liability Corporation must be licensed with the City prior to submitting a proposal in response to the Step 2 RFP.
Response:	<i>This will be addressed in the RFP stage.</i>
Question 13:	Is the form labeled “VI. Legal Actions” required to be submitted with the RFQ? If yes, should it be included in Volume II, Section 3?
Response:	<i>Refer to Section II.C.3. The form may be included in the appropriate volume.</i>
Question 14:	Volume 2 Section 7 states “Respondents are NOT required to submit evidence of insurance with the RFQ but must submit evidence of insurability” yet the submittal checklist states 3 Insurance Certificate. Please advise if an Insurance Certificate or a letter of insurability is required to be submitted with the RFQ?
Response:	<i>Please provide a Certificate of Insurance or evidence of insurability.</i>
Question 15:	Considering the level of interfaces and potential impacts with so many parties involved in this project, will The City consider to set a cap to the Liquidated Damages at 15% of the Contract Value per the standard City of Chicago contract provision?
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 16:	Section 4.5.2 of the Sample Agreement states that the Design—Builder is responsible for its work not completed or accepted due to the presence and operations of other contractors. It further states that if the other contractors impact Design-Builder’s work, Design—Builder cannot look to the City to recover for such losses. If the other contractors are the City’s or CDA’s contractors, then the City and/or CDA should be responsible for any impacts suffered by Design-Builder. Please revise these provisions to allow Design-Builder to recover from the City and/or CDA for impacts caused by the City and/or CDA’s other contractors.
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 17:	Section 5.5(f) of the Sample Agreement states, “The Design-Builder assumes all responsibility for injury or damage to the Work by action of elements, fire or any other causes, whatsoever, including, injury or damage arising from the execution or non-execution of the Work, except for the injury or damage caused by other contractors not working for Design—Builder which the Design-Builder could not have prevented through its exercise of the standard of care provided in this Agreement.” Unless Section 4.5.2 is revised, the Design-Builder must look solely to the City’s other contractors for recovery of impacts caused by the City’s other contractors. Further, as drafted this provision could be interpreted to mean that the Design-Builder assumes responsibility for the injury or damage to the Work caused by the City and/or the CDA. Please revise this provision to clarify that the Design-Builder is not responsible for injury or damage to the Work caused by the City and/or the CDA.

Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 18:	Please insert a mutual waiver of consequential damages provision.
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 19:	Reference Section 6.3 of the Sample Agreement. The Design-Builder will incur costs during any City ordered suspension. Other than participation in substantive meetings or remobilization, the City is refusing to reimburse such Design—Builder costs resulting from the suspension. If the City suspends the Work for reasons unrelated to the Design-Builder's performance, the Design- Builder should be entitled to recover its suspension costs. Please modify the Agreement to allow for recovery of all suspension costs.
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 20:	Reference Section 9.4 of the Sample Agreement, "no damages for delay" clause which allows the City to delay the Design-Builder and bars the Design—Builder from recovering compensation from the City for such delay unless that City-caused delay extends performance by more than 60 days. The City should be responsible for all delays it causes Design—Builder, not just those delays which result in a delay of more than 60 days. Please modify the Agreement to remove limitations on Design—Builder's ability to recover compensation for City-caused delays.
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 21:	Throughout the Sample Agreement it states that the Design-Builder waives its various claims if it does not provide timely written notice pursuant to short notice provisions. It further states that if the Design-Builder fails to give timely written notice, but the City has actual or constructive notice of the claim, that the Design—Builder still waives its claim. We request that the City revise these hyper-technical requirements and allow for claims where the City has actual or constructive notice of such claims regardless of timely written notice by Design-Builder.
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 22:	<p>Article 12 of the Sample Agreement. This Claims and Disputes section is heavily weighted in favor of the City. At all stages, the City decides the merits of Design-Builder's claims, the final decision being rendered by the Chief Procurement Officer. If the Design-Builder disagrees with the CPO's decision, its only recourse is judicial review by a writ of certiorari. Under a writ of certiorari, the court has the discretion whether to hear the matter and will only hear the matter if there are compelling reasons. This puts the Design—Builder at a significant disadvantage.</p> <p>Meanwhile, the City may, in its sole and absolute discretion, file its claims against the Design-Builder immediately in court. Given the City is the decision-maker of all Design-Builder's claims with little, if any, judicial oversight, we request that the Claims and Dispute section be modified to allow the Design—Builder to bring suit, de novo, against the City in the event the Design-Builder disagrees with the CPO's decision.</p>

Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 23:	Section 7 on page 19 of the RFQ spells out a MBE participation goal of 26% and WBE participation goal of the total contract value. We recognize that this aligns with the aspirational goals for major heavy civil projects in and around the Chicago area however the scope on this project is dominated by a unique tunnel component requiring a significant amount of specialized equipment (for example TBM with unique specifications and manufacturer experience), personnel and subcontractors not traditionally services by certified MBE and WBE firms. This challenge is not unusual and has being addressed by other agencies on similar highly specialized works by allowing firms to deduct the value of specialized equipment and services from the contract value. This reduced value has then been used to facilitate the calculation for MBE and WBE goals. We ask that you consider this approach – this particular work is very challenging with high commercial risk and will need to be performed within an aggressive timeline.
Response:	<i>The Project goals will remain 26% MBE/6% WBE for construction and 25% MBE/5% WBE for design.</i>
Question 24:	Exhibit E III. A.2) requires that the Design-Builder and Prime Contractor provide Commercial General Liability including products/completed operations coverage for a minimum of 2 years following project completion. Given that this project is insured under an OCIP general liability policy where the completed operations coverage is provided, this requirement should be deleted from III.A.2.
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ Phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 25:	Exhibit E III. A.2) requires that the Design-Builder and Prime Contractor provide Commercial General Liability where the products/completed operations aggregate limit must apply per project. See comment above regarding applicability of products/completed operations cover and note that a 'per project' endorsement for products/completed operations is not commercially available and the only way to provide such coverage would be for the Design-Builder and the Prime Contractor to purchase project specific coverage, which defeats the purpose of the owner controlled insurance program that is intended to be the primary coverage for the project. Please delete this requirement.
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 26:	Exhibit E III. A.2) requires that the Design-Builder and Prime Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City. This requirement is contrary to the intent of an Owner Controlled Insurance Program, whereby the OCIP is considered the primary coverage for the project. Please delete this requirement.
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 27:	Exhibit E III.B requires that all insurance required of the Design-Builder and Prime Contractor under this Contract be endorsed to state that Design-Builder and Prime Contractor's insurance policy is primary and not contributory with any insurance carried by the City. Again, this is contrary to the concept of Owner Controlled Insurance Programs. The Design-Builder and Prime Contractor's general liability and excess liability policies will not be primary to the OCIP general liability provided by the City. Please delete this requirement.

Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>
Question 28:	Also note that there seems to be a repeat of section III of exhibit E, beginning on page E17. Please delete the duplication.
Response:	<i>The sample agreement is provided for reference and comment only in this RFQ phase. As noted in Addendum 1, response to Question 3, please provide comments on the Sample Agreement in the SOQ Executive Summary.</i>

In accordance with Section 1.B.1 of the “Request for Qualifications”, the deadline for questions has passed. No additional questions will be answered prior to opening of Statements of Qualifications except as the Chief Procurement Officer, in her sole discretion, deems to be in the best interest of the City.

END OF ADDENDUM NO. 2

CITY OF CHICAGO
DEPARTMENT OF PROCUREMENT SERVICES

SHANNON E. ANDREWS
CHIEF PROCUREMENT OFFICER

If Respondent is a joint venture, a copy of the joint venture agreement signed by an authorized officer of each joint venture partner must be attached. Each member of the joint venture must execute a separate On-Line EDS.

If Respondent is a limited liability company, a copy of the operating agreement signed by an authorized member or manager of the limited liability company must be attached.

Note that the EDS Certificate of Filing forms should be placed in Volume II of the Statement of Qualifications.

4. Project Experience – limit of eight (8) pages total

Provide ~~a Key Project Information Form (copy attached) and~~ a narrative of not more than eight (8) pages total *and Key Project Information Forms (copy attached)* for ~~three (3)the~~ comparable and relevant projects completed by team members (complete or at least 50% complete based on earned value) within the last ten (10) years. Key Project Information Form sheets can be included in a separate appendix and will not count toward the 8-page limit. *Up to seven (7) Project Information sheets may be submitted, including three (3) comparable and relevant projects as described in Paragraph II.B.4, and up to two (2) each for projects exhibiting the experience of the Lead Tunnel Contractor or Tunnel Subcontractor (see paragraph II.B.4.1.b) and the Lead Design Firm or Tunnel Design Subconsultant (see paragraph II.B.4.1.b).* Key Project Information Forms shall include project owner name, location and contact information as well as pertinent details relevant to this project.

The proposed Design-Builder entity, including Lead Builder(s) and Lead Designer(s), any of which also may serve as the Design-Builder entity, shall be identified in the Respondent's Statement of Qualifications (SOQ) submittal. Respondent shall also identify all specialty subcontractors and design consultants who are part of their team. Experience and qualifications information must be included in the RFQ.

- 1) Qualifications and Experience for Lead Constructor, Lead Designer, Subcontractors and Design Consultants.
 - a. Minimum Project Experience and Past Performance: Proposed Design-Builder shall demonstrate its project team experience by presenting the qualifications and capabilities of each Design-Build Team member firm, for projects completed within the last ten (10) years, including projects that may be at least 50% complete prior to the required submittal date of this RFQ Step One solicitation, that demonstrate related minimum project experience as indicated below:
 - b. Lead Constructor or Tunnel Subcontractor: