

AUGUST 27, 2018

ADDENDUM NO. 3

FOR

REQUEST FOR QUALIFICATIONS (“RFQ”)

FOR

LEAD ARCHITECTURAL DESIGN SERVICES – TERMINAL AREA PLAN – FOR THE O’HARE 21  
PROGRAM AT O’HARE INTERNATIONAL AIRPORT

SPECIFICATION NO. 428915

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For which Submittals are due in the office of the Chief Procurement Officer, Department of Procurement Services, Room 103, City Hall, 121 N. LaSalle Street, Chicago, IL 60602 **at 4:00 p.m., Central Time, on September 13, 2018.**

The following changes and/or revisions are incorporated into the above referenced RFQ Document as noted. All other provisions and requirements as originally set forth remain in force and are binding.

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

**SECTION 1. NOTICE OF REVISIONS TO THE RFQ**

1.	Section I, General Information of the RFQ has been revised as follows (changes shown in <b><i>bold italics</i></b> ):  <b>“CDA will retain ownership of all proposals for their use.</b> The proposal to be produced by Respondent and its Sub consultants, if any, at the City's instance and expense under the RFP, and further, in exchange for Respondent's receipt of the \$50,000 stipend, if found to be in compliance, responsive, shortlisted for the RFP and accepted by the City, are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 US.C. §101 et seq., and that the City will be the sole copyright owner of the proposal and of aspects, elements and components contained in the proposal in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. <b><i>However, upon request the City may license designs not selected as the winning design or the design of the second-place finisher, back to their original submitters.”</i></b>
2.	Section I.F, Conflicts of Interests has been amended and restated in its entirety and is attached as Attachment A of this Addendum.
3.	Please note, firms that may pose a “Potential Conflict of Interest” as highlighted by a yellow box on the detailed TAP Development Program Conflicts Matrix included as Attachment A of

	<p>this Addendum, must submit a mitigation plan. Mitigation Plans should be submitted to <a href="mailto:lfreelon@cityofchicago.org">lfreelon@cityofchicago.org</a> and be received no later than <b>August 29, 2018</b>. The City will provide a response to said plan on or before September 5, 2018. Firms that fail to submit a mitigation plan may be disqualified from further consideration.</p>
4.	<p>Section II.B.4.c, has been deleted in its entirety and replaced with the following sentence:</p> <p><b>“Describe how fees are allocated to QA/QC as it relates to the overall budget.”</b></p>
5.	<p>A revised Submittal Checklist has been added as Attachment B of this Addendum.</p>
6.	<p>Exhibit 1, Section 2.02, Programmatic Functions, item #42 has been deleted in its entirety and replaced with the following:</p> <p><b>“42. Extension of APM tunnel for future integration into Terminal 3;”</b></p>
7.	<p>Exhibit 1, Section 2.04, Design Services Scope, item #19 has been deleted in its entirety and replaced with the following:</p> <p><b>“19. Circulation designs for passengers and courtesy vehicles movements on concourse and in pedestrian tunnels;”</b></p>
8.	<p>Exhibit 4, Insurance Requirements and Evidence of Insurance is hereby replaced with revised Exhibit 4. Refer to Attachment C, Professional Services Insurance Requirements of this Addendum.</p>

**SECTION 2. ANSWERS TO QUESTIONS SUBMITTED FOR CLARIFICATION OF THE RFQ**

<b>Question 1:</b>	Is EDS filing required for all sub-consultants or only for the prime consultant?
<b>Response:</b>	<b><i>The Prime is required to submit an Online Economic Disclosure Statement and Affidavit (“EDS”). Subconsultants must be listed under the “Retained Parties” section of the EDS. In the event the Prime is a Joint Venture, each member of the Joint Venture must submit an EDS.</i></b>
<b>Question 2:</b>	There is reference to both APM (Automated People Mover) tunnels and passenger walkway tunnels in the RFQ descriptions of work. Will the APM stations and tunnels be designed for both train and passenger walkway systems? Or is it planned that the tunnels and station space would first be passenger walkways and in the future become a train system? Will the design team need to design for both near-term and long-term conditions?
<b>Response:</b>	<b><i>Yes, the design team will need to design for near-term and long-term conditions.</i></b>  <b><i>The Automated People Mover (“APM”) tunnel will be designed for both train and passenger moving walkways. Phase I will include the moving walkways but will not implement the train system. The train system will be implemented with Phase II of the TAP program. The design will need to provide for the short-term condition while allowing for future implementation of the train system.</i></b>
<b>Question 3:</b>	Will the APM train system in the tunnels be released as a separate future RFQ? If so, when is it anticipated that would be released?
<b>Response:</b>	<b><i>The APM train system will be implemented under a separate procurement during the implementation of Phase II of the TAP program. Initiation of Phase II is dependent upon reaching predetermined activity levels at the airport as defined in the O’Hare International Airport Use and Lease Agreement (“Use and Lease Agreement”). It is currently anticipated that it will occur after 2026.</i></b>

<b>Question 4:</b>	On page 4, under RFP requirements, it states the budget for the OGT and OGC is \$1.3B. What is the established budget for the S1 and S2 concourses?
<b>Response:</b>	<p><b><i>The design to budgets in 2018 dollars include the actual trade costs to construct the finished building ready for occupancy including:</i></b></p> <ul style="list-style-type: none"> <li>• <b><i>Demolition of existing structures not including apron areas</i></b></li> <li>• <b><i>Public Area Furniture, Fixtures &amp; Equipment</i></b></li> <li>• <b><i>Fit out for Customs and Border Protection Facilities</i></b></li> <li>• <b><i>Passenger Boarding Bridges gate systems (400 HZ, potable water, pre-conditioned air, aircraft docking systems)</i></b></li> <li>• <b><i>Apron lighting attached to building</i></b></li> <li>• <b><i>Moving walkways and vertical circulation</i></b></li> <li>• <b><i>Phasing costs and temporary improvements</i></b></li> </ul> <p><b><i>Design to Budget does not include the following items which are budgeted separately:</i></b></p> <ul style="list-style-type: none"> <li>• <b><i>Tenant fit out for Airlines, Concessions, other stakeholders</i></b></li> <li>• <b><i>Aircraft Parking Apron Areas</i></b></li> <li>• <b><i>Aircraft fueling</i></b></li> <li>• <b><i>Baggage Systems</i></b></li> <li>• <b><i>Tunnel Structures not directly under Terminals</i></b></li> <li>• <b><i>APM costs</i></b></li> <li>• <b><i>Construction Manager at Risk – General Conditions (not selected or negotiated)</i></b></li> <li>• <b><i>Construction Manager at Risk – Fee</i></b></li> <li>• <b><i>Construction Manager at Risk – Contingency</i></b></li> <li>• <b><i>Design Contingency (separate controlled by owner)</i></b></li> <li>• <b><i>Site utilities outside of building to support new terminal</i></b></li> <li>• <b><i>Design Costs</i></b></li> <li>• <b><i>Program Management Costs</i></b></li> <li>• <b><i>Any other soft costs</i></b></li> </ul> <p><b><i>The OGT and OGC construction is composed of approximately 1,875,000 square feet of building area at a budget established at \$1.3 Billion dollars.</i></b></p> <p><b><i>Concourse S1 construction is composed of approximately 690,000 square feet of building area at a budget established at \$530 Million dollars.</i></b></p> <p><b><i>Concourse S2 construction is composed of approximately 525,000 square feet of building area at a budget established at \$365 Million dollars.</i></b></p>
<b>Question 5:</b>	Can you confirm that 15 electronic copies are required? Is it expected to have 15 electronic copies, each on its own USB or CD?
<b>Response:</b>	<b><i>Yes. Refer to Page 7, Section 4 of the RFQ Document which states: “Respondents must submit one (1) original, two (2) paper copies, and fifteen (15) electronic copies in one searchable pdf format, all on a USB drive or CD-ROM. Each USB drive/CD-ROM should contain both Volumes of the SOQ.”</i></b>
<b>Question 6:</b>	Organizational charts are requested under both Section 4. Project Understanding & Approach, and Section 5. Professional Qualifications, Capabilities, etc.... Can you please clarify what is expected for each of these charts?

<b>Response:</b>	<b><i>The organizational chart requested for Section 4 is an opportunity to explain how your team is structured and what role each of the subcontractors will fulfill. The organizational chart request for Section 5 is intended to illustrate what individuals will be proposed in what role for the program.</i></b>
<b>Question 7:</b>	Should all pages be numbered, with the exception of dividers? Or would you prefer that only pages that fall under the page count to be numbered?
<b>Response:</b>	<b><i>Yes. Number all pages that count toward the maximum page count. The divider pages should only be numbered if they contain information intended to be a part of the submittal requirements and they will count toward the page count. Otherwise do not number the divider pages.</i></b>
<b>Question 8:</b>	Are audited financial statements required for each sub-consultant? Or is this required only for the Prime Respondent?  a. In the case that the audited accounts are also required for the sub-consultants, are these only required, <i>if applicable</i> ? The threshold for audit exemption in the UK is very high and a statutory audit has never been required to be carried out on the financial statements for one of the subconsultants on our team.
<b>Response:</b>	<b><i>The audited financial statements are for Prime Respondent only. If the Prime Respondent is a joint venture, audited financial statements will be required of all the joint venture partners.</i></b>
<b>Question 9:</b>	Are corporate history and insurance requirements needed for each sub-consultant? Or is this required only for the Prime Respondent?
<b>Response:</b>	<b><i>It is only required for the Prime Respondent. If the Respondent is a joint venture it shall be required of all the joint venture partners.</i></b>
<b>Question 10:</b>	Can you please provide clarity on the anticipated services for the landscape design scope?
<b>Response:</b>	<b><i>The scope of the landscaping will depend on the design concept developed by the shortlisted Respondents as a result of the design competition.</i></b>
<b>Question 11:</b>	Since fees are not being requested at this time, is it acceptable to partially fill out Schedules C, C-1, C-3, D, D-1, and D-3 of the request MBE / WBE documentation?
<b>Response:</b>	<b><i>Respondents should submit their commitment to comply with the MBE/WBE requirements as stated in the MBE &amp; WBE Special Conditions for Commodities or Services Contracts of the RFQ Document. Schedule C-1's and D-1's are not needed at the RFQ phase.</i></b>
<b>Question 12:</b>	Are firms that are certified as a MBE and/or WBE with the State of Illinois eligible to count towards the M/WBE requirements? Are firms that are certified as a MBE and/or WBE with the National Minority Supplier Development Council and the Federal Women Owned Small Business eligible to count towards the M/WBE requirements?
<b>Response:</b>	<b><i>MBE's and WBE's must be certified by either the City of Chicago or Cook County, Illinois.</i></b>
<b>Question: 13</b>	We understand that the fees will be based on hourly rates, however this will result in a negative cashflow as there are many preliminaries that will not be pre-funded (RFP and RFQ responses, insurances, registration costs, office space etc). Will the city consider utilizing a financial mechanism to deal with this issue?
<b>Response:</b>	<b><i>No. The City will not compensate Respondents other than the shortlisted Respondents.</i></b>
<b>Question 14:</b>	Page 5: It is stated that the RFP submission will be considered "work for hire" and all rights (incl. IP rights) will be transferred to the City. We do not believe that it is the intention of the city to negotiate a contract with a respondent based on the design of another respondent? As such we believe that the IP rights associated with the RFP response should be kept by

	the respondent. Please reconsider this, in particular, as the remuneration of \$50,000 will not cover the costs of the design developed by the respondent.
<b>Response:</b>	<b><i>Please see the revised language included in this Addendum.</i></b>  <b><i>Further, it is not the intention that the second-place finisher will be required to duplicate the winning team’s design. As stated in the RFQ Document, the winning team shall determine an aesthetic and material palette that will be utilized by the second-place finisher in the effort to create a consistency between the design elements. It does not mean the functional or structural articulation of the designs will be identical.</i></b>
<b>Question 15:</b>	Page 9: Can you please further specify what is meant by “The Covered Entity #3 shall have no management role whatsoever in the Respondent” (F Conflicts of Interest)? Is this related to the project structure or to the company organization itself?
<b>Response:</b>	<b><i>The management role is related to both the Respondent’s company organization and the project structure. Covered Entity #3 should have no decision-making authority relating to either.</i></b>
<b>Question 16:</b>	How does the City intend to deal with Subconsultants who are not exclusive to one team if they are then members of multiple teams that are being selected for the RFP phase? Will the city allow replacement of such Subconsultants at the RFP stage?
<b>Response:</b>	<b><i>The City does not view it as a conflict if Subcontractors are members of multiple teams, although the various Respondent teams may view it as a conflict amongst themselves.</i></b>
<b>Question 17:</b>	The content checklist on page 2 and the RFQ required information Pages (11-29) differ in naming, which of these should be used for the chapter naming? In case there is a difference in structure, which one should take precedence?
<b>Response:</b>	<b><i>The body of the RFQ shall take precedence over the Submittal Checklist. However, please see the revised Submittal Checklist as Attachment B of this Addendum.</i></b>
<b>Question 18:</b>	Page 21: The question “Has the firm or venture ever failed to complete any work awarded to it? “. This is, we assume, only related to a case where a Respondent has failed to fulfill its scope due to its own error and/or omission and not due to cancellation of the project or similar, can you please confirm?
<b>Response:</b>	<b><i>Correct. This is only for projects where a Respondent has failed to fulfill its scope due to errors, omissions, performance or negligence. If the project was cancelled for other reasons, do not include it.</i></b>
<b>Question 19:</b>	Page 22 The hyperlink to the EDS registration form is not valid, can you please provide an updated link? If not please confirm that the following web address is the correct one: - <a href="https://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html">https://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html</a> .
<b>Response:</b>	<b><i>The web address listed above is correct. A hyperlink has been created for your convenience, please press the control (CTRL) key and click the link.</i></b>  <a href="https://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html">https://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html</a>
<b>Question 20:</b>	Can you confirm that the project budget has been established with a defined Program and takes account of the world class architectural aspiration described in the RFQ?
<b>Response:</b>	<b><i>Yes. See response to Question 4 above.</i></b>
<b>Question 21:</b>	A-6 We understand there will be one CMR per project component as described in figure one or is it the intention to have multiple CMR’s within one component?

<b>Response:</b>	<b><i>The TAP program will have multiple CMRs under contract to complete the work. At this time the division of work between CMRs has not been established.</i></b>
<b>Question 22:</b>	D-2 The insurance requirement of 15M \$ for each and every claim seems excessive and might result in high overhead costs for the city to bear, would the city be amenable to reconsidering this position?
<b>Response:</b>	<b><i>No. The insurance requirement will remain as stated.</i></b>
<b>Question 23:</b>	On page 8 the “respondent” is defined as “entities that submit Proposals”. Can you please confirm that the requirements in “Volume II – Representations and Certifications – Required Content “(with the exception of the licenses, certifications and Schedule C and D forms) should only apply to the Prime Firm rather than subcontractors/subconsultants. If this is not the case, then this would result in a very significant number of additional pages in the RFQ response which we do not believe is the intent.
<b>Response:</b>	<b><i>It is only required for the Prime Respondent. If the respondent is a Joint Venture, it is required of all the Joint Venture partners.</i></b>
<b>Question 24:</b>	Will the City make the Technical Requirements/Specifications noted in Section-12 page A-63 available now?
<b>Response:</b>	<b><i>The technical requirements will be provided to the shortlisted Respondents as part of the RFP. This information will not be issued to the RFQ Respondents.</i></b>
<b>Question 25:</b>	The RFQ states that the contract will be a series of Construction Manager at Risk (CMR) contracts. Has the CMR or CMR’s been selected and/or shortlisted? Will the CMR participate in the selection of the lead architect as described in this RFQ?
<b>Response:</b>	<b><i>The CMR’s have not been selected at this time, nor has the make-up of the evaluation committee been determined at this time.</i></b>
<b>Question 26:</b>	The Connect Chicago Alliance presented the RFQ at the pre-proposal meeting on June 27. This group is referred to on page 8 of the RFQ, however further definition of this entity and its role is not clear. Is the Connect Chicago Alliance the PMT for this project?
<b>Response:</b>	<b><i>Yes. The Connect Chicago Alliance is the Joint Venture team providing Program Management Services for the TAP program as well as Capital Improvement Program projects.</i></b>
<b>Question 27:</b>	The RFQ states that certain entities are not eligible for this RFQ. Does this ineligibility extend to all firms that are part of the Connect Chicago Alliance?
<b>Response:</b>	<b><i>Yes. It extends to members of the Joint Venture team. Subcontractors of Connect Chicago Alliance may not have a conflict depending on the specific issue. See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</i></b>
<b>Question 28:</b>	The scope of work is diagrammed on page A-6. This diagram includes a Civil Scope identified for the landside ATS station. However, this scope is not mentioned in the RFQ. What is the intended scope of work for the landside ATS station? Is there an architectural component of this work to be done in conjunction with the design of the OGT?
<b>Response:</b>	<b><i>The TAP development program contemplates the potential to widen the ATS station platform at Terminal 2. The project is currently identified as a component of the future Tunnel Design and civil engineering work scope. The architectural component would be included in the procurement of this project as well.</i></b>
<b>Question 29:</b>	The diagram on page A-6 indicates that the underground APM tunnel system extends to the west of the second planned satellite concourse building S-2; however, there is no terminus indicated at the western end. Is there a station planned for the western end of the APM tunnel system and does this station include an architectural design component as part of the OGT or the Satellite Terminal scope?

<b>Response:</b>	<b><i>The Phase 1 scope for the TAP program will construct the future APM tunnel infrastructure to a point just west of the object free area of future Taxiway A. It will also include a pedestrian tunnel to allow passengers to walk from the OGT to Concourses S1 and S2. The vertical transportation cores from the tunnel to the Concourse will be constructed as part of Phase 1. The extension of the APM tunnel to the west including a future maintenance facility will be a component of Phase 2 of the TAP program.</i></b>
<b>Question 30:</b>	The diagram on page A-6 has a specific footprint identified for the OGT and the S-1 and S-2 buildings. This footprint inherits the legacy geometry of the landside roadway system and the Terminal 1 A and B concourses. In the interest of a new global gateway to Chicago, will it be considered that the landside or airside configuration of this new OGT could be re-configured as part of the lead architectural design service for the OGT if it led to a more direct or intuitive long term airside and landside circulation pattern?
<b>Response:</b>	<b><i>From a site plan perspective, the airside configuration of the concourse and number of gates provided is fixed. From a landside perspective it is currently anticipated that the existing ticketing and baggage claim portions of Terminal 2 will remain in use during the construction process. As to the potential that the landside geometry can be reconfigured, the costs associated with rebuilding the existing ticketing building and the landside components will need to fall within the pre-established budget. No additional funding will be provided for those types of improvements. Shortlisted respondents will be free to propose such configurations as long as the implementation of concept can meet the operational goals of the airport and fall within the established budget.</i></b>
<b>Question 31:</b>	Is it intended that the recently completed FACE project landside roadway renovations remain intact without alteration as part of the new OGT terminal?
<b>Response:</b>	<b><i>Currently it is envisioned that a portion of the existing Terminal 2 will remain in operation during the course of the redevelopment of the OGT.</i></b>
<b>Question 32:</b>	The scope of work outlined in the RFQ includes construction cost estimating; however, the schedule of submittals identifies that the lead designer is to coordinate with the CMR who is providing construction cost estimating services. Is the construction cost estimating to be provided by the CMR and not the lead design consultant? If provided by both, what is the means for reconciling the two?
<b>Response:</b>	<b><i>The design team will be required to design “to a budget”. It is anticipated that the team will provide resources with the sufficient credibility to support their design decisions and to work collaboratively with the CMR to reach consensus prior to the issuance of bidding documents.</i></b>
<b>Question 33:</b>	Is it expected that the Owner will consider requiring analysis for cost and benefit of central precondition air and central 400Hz systems?
<b>Response:</b>	<b><i>Yes.</i></b>
<b>Question 34:</b>	Is it expected that the Owner will consider using laser-guided docking systems at each gate?
<b>Response:</b>	<b><i>It is anticipated that gate docking systems will be incorporated into the design of the facility.</i></b>
<b>Question 35:</b>	We are a subconsultant to Connect Chicago Alliance, the JV that is providing Program Management Services for O’Hare and Midway Airports. Are we eligible to submit on this RFQ as a prime consultant? Are we eligible to submit on this RFQ as a sub consultant?
<b>Response:</b>	<b><i>Subconsultants to Connect Chicago Alliance are potentially conflicted from participating in the TAP contracts and must submit a mitigation plan along with their</i></b>

	<b><i>RFQ submittal. See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</i></b>
<b>Question 36:</b>	If a sub-consultant is mentoring another firm, will this be given ‘favorable consideration’ for the mentor protege component? Additionally, are signed mentor protégé contracts required for the August 9th submittal?
<b>Response:</b>	<b><i>Yes, a commitment to mentor two or more Protégé Firms will receive favorable consideration. Signed mentor-protégé agreements are not needed at the RFQ phase. Only a commitment to mentor two or more Protégé Firms and incorporate such firms into the team’s structure in a meaningful role.</i></b>
<b>Question 37:</b>	Please confirm where in the qualifications package rate information should be included.
<b>Response:</b>	<b><i>Rates are not needed at the RFQ phase.</i></b>
<b>Question 38:</b>	Please confirm where in the qualifications package the M/WBE documentation forms (Schedule D-1) should be included.
<b>Response:</b>	<b><i>See response to Question 11 above.</i></b>
<b>Question 39:</b>	Please clarify the project specific professional insurance policy. Specifically, per the RFQ: If the City does not procure or maintain a Project Professional Liability policy as set forth in Section C herein, then Design Consultant must maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$15,000,000 each claim.
<b>Response:</b>	<b><i>Correct.</i></b>
<b>Question 40:</b>	Are the insurance contract terms negotiable?
<b>Response:</b>	<b><i>No.</i></b>
<b>Question 41:</b>	We understand hydrant fueling is separately managed. Will the design consultant need to have a hydrant fueling engineer on their team?
<b>Response:</b>	<b><i>The design of the hydrant fueling pits and distribution inside the aircraft parking limit line will be the responsibility of the Respondent.</i></b>
<b>Question 42:</b>	Will there be the ability to provide an audited FAR overhead rate in place of a capped overhead rate indicated in the contract?
<b>Response:</b>	<b><i>The overhead will be the approved audited rate or lower and will be capped at 2.75 including profit.</i></b>
<b>Question 43:</b>	Pages 16-17 discuss an “Economic Disclosure Statement and Affidavit.” It appears to require “each partner” to submit such an affidavit. Please define “Partner” for the purposes of this RFQ.
<b>Response:</b>	<b><i>See response to Question 8 above.</i></b>
<b>Question 44:</b>	In the Section entitled Respondents to Statement of Qualifications (F) (5) outlines additional ineligible parties. It states that additional ineligible parties also include firms involved in the planning process which formulated the TAP development program including: entities that represented the Airlines during negotiations for the Use & Lease Agreement. If one was a registered lobbyist for an Airline responsible for securing passage of the Airline Lease Agreement ordinance (PO2018-1124), but in no way involved in the planning process which formulated the TAP development program, would that individual be considered an illegible party?
<b>Response:</b>	<b><i>Yes, they would be conflicted. As stated in the RFQ, entities that represented the Airlines during negotiations for the Use &amp; Lease Agreement are considered ineligible</i></b>



	<b><i>for consideration of award of any Agreements for any current or future Program Management Services or Construction Manager Services (including Construction Manager At-Risk Services), which would fall under the management role of the Program Manager or the Construction Manager. See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</i></b>
<b>Question 45:</b>	RE Scope of Services, Page 4, General Information states that “The Scope of Services for the program includes program definition, final planning, programming...”. Exhibit 1 Scope of Services repeats that requirement but does not elaborate. We are aware that considerable work has been done by Ricondo, Landrum & Brown and the major hub carriers in defining the program that has led to successful lease agreements. Will CDA share the drawings, diagrams and tabular facility programs that may have been the basis of those agreements so that we understand the extent of program verification required?
<b>Response:</b>	<b><i>Not for the purposes of the RFQ process. Information will be provided to the selected shortlisted Respondents as part of the RFP response.</i></b>
<b>Question 46:</b>	Exhibit 1 Scope of Services, page A-6 indicates multiple CMR contracts for the Terminal Area Plan components. Is there a breakdown of the CMR assignments? Will there be more than one CMR for any of the individual components (OGT/OGC, satellite concourses S1 and S2, tunnel/ATS and related projects)?
<b>Response:</b>	<b><i>See the response to Question 21 above.</i></b>
<b>Question 47:</b>	Can the role of the Program Manager be more fully explained; in particular, the intended interface and reporting between PM and design teams?
<b>Response:</b>	<b><i>The role of the Program Manager is defined in the Scope of Work on Page A-13 of the RFQ Document. The Program Managers responsibilities include the Program Management Team (PMT), Program Management Support Services (PMSS) and Program Management Support Services (PMSS) Team - Design Management.</i></b>
<b>Question 48:</b>	RE Exhibit 1 Scope of Services, Section 2.01: The site plan shown in Figure 1, page A-6 indicates that the existing Terminal 2 processor remains and will not be demolished, while item B4, page A-4 states “Demolish T2 terminal and concourses (separately)”. Please clarify.
<b>Response:</b>	<b><i>At this time, it is anticipated that a portion of the existing Terminal 2 will remain in place and operational during the construction of the new OGT and OGC.</i></b>
<b>Question 49:</b>	RE RFP Requirements, page 4: Given the requirement for plans, sections, renderings and electronic and physical models to illustrate the design concept, and the 12-week time frame for producing them, will the City consider a larger stipend for the short-listed firms? \$50,000 will not go far in offsetting the cost of such an international design competition.
<b>Response:</b>	<b><i>The stipend will remain as stated.</i></b>
<b>Question 50:</b>	RFQ Conflicts of Interest, item F2, page 8, describes a subcontractor of an Ineligible Party as ‘Covered Entity #2’. Item F4a, page 9, also refers to any subcontractor of an Ineligible Party as ‘Covered Entity #3’. Please explain the difference between Covered Entity #2 and Covered Entity #3.
<b>Response:</b>	<b><i>A Covered Entity #2 is a firm that is a subcontractor of one or more of the Ineligible Parties (CARE Plus, CCA and Master Civil Engineer). A Covered Entity #3 is a firm that has common ownership with an Ineligible Party and/or a Covered Entity #2, whether directly or indirectly (including without limitation, if they are subsidiaries of the same parent company). See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</i></b>
<b>Question 51:</b>	RE RFQ Conflicts of Interest, item F5 Additional Ineligible Parties, page 10: It is our understanding that one or more architectural firms have assisted Ricondo and/or Landrum

	& Brown in the planning process which formulated the TAP development program and that may have been utilized in discussions and negotiations with airlines and other interested parties. These architectural firms have knowledge of the planning process and TAP development program that others do not have. Are any of these architectural firms conflicted from participation as prime Respondent in the Lead Architectural Design Services contracts?
<b>Response:</b>	<b>Yes, they would be conflicted. See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</b>
<b>Question 52:</b>	RE RFQ Conflicts of Interest, item F5 Additional Ineligible Parties, page 10: Are firms with Affiliated Relationships to the Additional Ineligible Parties (namely the sister companies of Landrum & Brown) conflicted from participation as prime Respondent in the Lead Architectural Design Services contracts?
<b>Response:</b>	<b>Yes, they would be conflicted. See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</b>
<b>Question 53:</b>	RE RFQ Section VI Legal Actions, form, page 21: Is this information to be provided in addition to the Volume II Required Content, pages 15-17? If so, where in the SOQ submission should this form be included? Is the form available electronically?
<b>Response:</b>	<b>Yes. The form should be included in Volume II after the response to the information requested under Section C.3., Legal Actions of the RFQ Document. The form is not available electronically.</b>
<b>Question 54:</b>	Will geotechnical engineering be provided under the Lead Architectural Design Services contracts or through the PM or CMRs?
<b>Response:</b>	<b>The Program Management Team will provide and coordinate the geotechnical services for the various design consultants.</b>
<b>Question 55:</b>	Will concessions planning be provided under the Lead Architectural Design Services contracts or separately through CDA?
<b>Response:</b>	<b>Concessions Planning will be contracted separately through CDA. The shortlisted Respondents will be provided the Program Definition Documents detailing the amount of space required for concessions. The specific layout will be done in conjunction with CDA.</b>
<b>Question 56:</b>	Is the Terminal Area Plan design and construction schedule available to the proposing Lead Architectural Design Services Teams?
<b>Response:</b>	<b>Not at this time.</b>
<b>Question 57:</b>	Is a breakdown by project component of the \$1.3B design-to-cost construction budget available to the proposing Lead Architectural Design Services Teams?
<b>Response:</b>	<b>See the response to Question 4 above.</b>
<b>Question 58:</b>	The Submittal Checklist on the first page of the RFQ references MWBE Schedules C-3 and D-3 as required information for Volume II. Are these different than the Schedules C-1 and D-1 included in the RFQ Exhibit 3?
<b>Response:</b>	<b>See the revised Submittal Checklist as Attachment B of this Addendum.</b>
<b>Question 59:</b>	RE Exhibit 3 MBE/WBE Participation: Are all of the items 1 through 5 on pages C-10 and C-11 to be included in the SOQ? (Schedule C-1, Letters of Certification, Schedule B, Schedule D-1, and Mentor-Protégé Agreement Application). If so, where?
<b>Response:</b>	<b>Please refer to Section II, Required Information of the RFQ. Respondents should submit their commitment to comply with the MBE/WBE requirements as stated in the RFQ Document. Schedule C-1's and D-1's are not needed at this stage.</b>

<b>Question 60:</b>	Per Section 2-92-535 of the Municipal Code, please confirm that an MWBE firm that has previously been awarded a Prime contract with the City is still eligible to participate as a protégé if they are being mentored in a new area of expertise.
<b>Response:</b>	<b><i>Yes, as long as the respective MBE/WBE firm still meets all of the requirements of the mentor- protégé program.</i></b>
<b>Question 61:</b>	The Exhibit 5 Sample Professional Services Agreement reads, in many instances, as a construction contract between an owner and a construction contractor. Will adjustments be allowed to make it more applicable as an <i>A/E Design</i> Professional Services Agreement?
<b>Response:</b>	<b><i>Refer to Page 12, Section B, Paragraph F, of the RFQ document to submit exceptions to Sample Professional Services Contract.</i></b>
<b>Question 62:</b>	General Information, page 4, indicates that the project will include ‘modification of some existing concourses and inter-terminal connectors.’ Please describe the nature of this work and its location(s) in more detail.  a. Also, any modification to or demolition of existing facilities will be best achieved if all involved parties are working from the same baseline document model. Please indicate what existing facilities documentation will be provided to the Lead Architectural Design Services Teams. If a complete Revit model does not exist, or if the information is available only in raw data or separate files on different platforms, then we’d strongly suggest that a full GIS mapping, including any interstitial spaces, take place before or during the project first phase. Will this exercise be undertaken by CDA as a baseline for all of the TAP components, or shall each individual team be expected to create their own Revit model?
<b>Response:</b>	<b><i>The nature of the connections to the existing terminal components is not fully defined. The OGT will be physically and operationally interconnected to existing facilities which have architectural significance to the City of Chicago and the winning teams will work closely with CDA in this regard. Demolition of existing concourse elements and inter-terminal connectors will be developed after the Lead Architectural Design services teams are in design development and they will work closely with the CMAR, CDA and the FAA approved environmental documentation.</i></b>  <b><i>No Revit model exists at this time. This information will be provided to the shortlisted Respondents. Development of a full Revit model will be included in the final negotiations with the Lead Architectural Design Services team.</i></b>
<b>Question 63:</b>	Submittal Checklist - Volume II Required Content, please confirm that “Schedule C-3” is actually referring to Schedule C-1 Letter of Intent from MBE/WBE To Perform as Subcontractor, Supplier and/or Consultant included on page C-26 in Exhibit 3: Special Conditions Regarding MBE/WBE Participation.
<b>Response:</b>	<b><i>See the revised Submittal Checklist as Attachment B of this Addendum.</i></b>
<b>Question 64:</b>	Submittal Checklist - Volume II Required Content, please confirm that “Schedule D-3” is actually referring to Schedule D-1 Affidavit of Implementation of MBE/WBE Goals and Participation Plan included on page C-27 in Exhibit 3: Special Conditions Regarding MBE/WBE Participation.
<b>Response:</b>	<b><i>See the revised Submittal Checklist as Attachment B of this Addendum.</i></b>
<b>Question 65:</b>	Page 4 - The RFQ (page 4) indicates a maximum construction value of \$1.3 billion for the OGT/OGC package. Exhibit L (pg 27) to the airline master lease references 1,875,700 square feet of new space for this same Phase 1 TAP element. This would mean only \$693/SF to develop this complex, phased construction in and around ongoing terminal

	operations. This seems inadequate to achieve a modest green-field terminal project, let alone one with the world-class architecture suggested by the RFP. By example, the 725,000 SF LAX midfield concourse – a less complicated project constructed on largely a non-secure, brown-field site - was budgeted at approximately \$1325/SF. Can you clarify the cost vs. design expectations of this terminal?
<b>Response:</b>	<b>See the response to Question 4 above.</b>
<b>Question 66:</b>	Page 4 - The RFQ states that the existing Terminal 2 is to be demolished (pg 4 and A-1), while language in section 2.01.B (page A-4); “The new TAP replaces nearly all of the terminal processing functions of existing terminal 2...” and Figure 1 on pg A-6 seems to suggest that a portion of Terminal 2 will remain. Can you clarify whether some portion of existing Terminal 2 is to be retained, or if the entire structure is to be demolished?
<b>Response:</b>	<b><i>At this time, it is anticipated that a portion of the existing Terminal 2 will remain in place and operational during the construction of the new OGT and OGC.</i></b>
<b>Question 67:</b>	Page 11 - Can you confirm that the total page limit of 55 pages equates to 28 sheets of paper and assumes one blank side?
<b>Response:</b>	<b><i>The required information as requested in the RFQ shall total no more than fifty-five (55) pages that may equate to twenty-eight (28) sheets. The total number of pages may exceed fifty-five (55) pages due to some notable exceptions. Refer to Pages 11 through 15, Section 1, Statement of Qualifications of the RFQ Document. Items such as required forms associated with joint ventures, the required list of airport projects in the past fifteen (15) years and the individual resumes (limited to 2 pages per person) do not count towards the page limit. Inclusion of these items plus any divider sheets may cause the RFQ to exceed fifty-five (55) pages.</i></b>
<b>Question 68:</b>	Page 13 - “Describe how costs are allocated to QA/QC...” should the word costs in this sentence need to be replaced with fees?
<b>Response:</b>	<b><i>Yes. Section II.B.4.c, has been deleted and replaced with the following sentence: “Describe how fees are allocated to QA/QC as it relates to the overall budget.”</i></b>
<b>Question 69:</b>	Page 14 - Professional Qualifications, Capabilities, Resources, and Specialized Experience required experience is noted as “At a minimum the Respondent must have experience as the Lead Architect on two (2) successfully completed airport projects in the last fifteen (15) years. Projects must have a minimum of seven (7) million annual passengers (MAP); one (1) of these projects must be on an international terminal or concourse and be in excess of \$200 million in construction cost.” We assume an “international terminal or concourse” is in function (serving international flights) and not location (outside of the US), please confirm this is correct.
<b>Response:</b>	<b><i>Correct. It is regarding the functional capability of processing international arriving passengers in the terminal. The location of the project can be domestic or international.</i></b>
<b>Question 70:</b>	Page 14 - Professional Qualifications, Specialized Experience Item d, it is noted that “Copies of the appropriate licenses and/or certifications do not count against the page restrictions for this section.” Are copies of licenses and/or certifications to be provided for each key personnel?
<b>Response:</b>	<b>Yes.</b>
<b>Question 71:</b>	Page 16 - Business License/Authority to do Business in Illinois, “Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing Services described in this RFP (or RFQ) in the City of Chicago, County of Cook and State of Illinois for itself, its partners and its subcontractors ...” Does CDA wish to see copies of licenses/certifications for each key personnel?

<b>Response:</b>	<b>See response to Question 70 above.</b>
<b>Question 72:</b>	Page 16 - "Respondents that are comprised of more than one entity..." Does this include arrangements where a Respondent is the prime and sub-consultants are proposed? Are audited financial statements required for each sub-consultant proposed as part of the Respondent's team, or only the Respondent?
<b>Response:</b>	<b>Respondents may be a single entity or a joint venture. For joint venture respondents, audited financial statements are required for each joint venture partner. For a single respondent with subcontractors, audited financial statements are required for the Respondent only, not the subcontractors.</b>
<b>Question 73:</b>	Exhibit 1 - Can you please confirm the OGT scope includes new frontage at curbside - the existing T2 frontage on Figure 1 on p. A-6 of the RFQ doc isn't shaded red.
<b>Response:</b>	<b>At this time a portion of the existing Terminal 2 may remain in operation during the construction of the OGT and OGC. At this time, we do not anticipate that there will be new frontage at curbside.</b>
<b>Question 74:</b>	Exhibit 1 - Can you please clarify Programmatic Function item 42 refers to "extension and modifications to existing tunnel connecting the FIS in Terminal E to the Project".
<b>Response:</b>	<b>Exhibit 1, Section 2.02, Programmatic Functions, item #42 has been deleted in its entirety and replaced with the following:</b>  <b>"42. Extension of APM tunnel for future integration into Terminal 3".</b>
<b>Question 75:</b>	Exhibit 1 - Do the design services scope for #24 Artwork Program include the identification and selection of artwork by the Design Consultant, or will specific artists and artwork pieces be chosen by the CDA, or other City agency?
<b>Response:</b>	<b>The public art will not be selected by the design consultant; the design consultant will work with CDA and/or the Department of Cultural Affairs and Special Events (DCASE) for the incorporation of the art program into the terminal facilities.</b>
<b>Question 76:</b>	We assume covers, divider sheets/tabs, and table of contents are not included in the overall page limits of Volume 1. Please confirm this is correct.
<b>Response:</b>	<b>Correct.</b>
<b>Question 77:</b>	We acknowledge the requirement of using a font no smaller than 12 point. However, for organizational charts, graphics, and tables can a smaller, yet still legible, font be used?
<b>Response:</b>	<b>Yes. A font no smaller than 8 point can be used for organizational charts, graphics and tables only.</b>
<b>Question 78:</b>	Are the costs of preparing the conceptual design submitted as part of the RFP, recoverable to the winning architect(s)?
<b>Response:</b>	<b>The total compensation that will be paid as a part of the RFP process to all shortlisted parties who respond to the RFP as stipulated in the RFQ.</b>
<b>Question 79:</b>	Can you provide more details about the Evaluation Committee's selection process? How will the CDA weigh or prioritize certain sections?
<b>Response:</b>	<b>No. The Evaluation Criteria is stated in Section III (B) of the RFQ Document.</b>
<b>Question 80:</b>	Will there be a professional design completion organizer and can you comment on the makeup of the Evaluation Committee for the RFP?
<b>Response:</b>	<b>This information is not pertinent to the submittal of the RFQ.</b>
<b>Question 81:</b>	Is the goal for the design competition stage meant to select the preferred design vision for the OGT and OGC, or, is the intent to identify the preferred qualified team to work with the CDA to develop a design vision for the OGT and OGC?

<b>Response:</b>	<b><i>The goal for the design competition is to receive concepts that present a world class design vision and are functional, constructible and meet the pre-established budget. Concepts that are deemed to not be capable of meeting the budget will be considered non-responsive.</i></b>
<b>Question 82:</b>	We understand the intent is to split the scope between two teams for the OGT and OGC. Can you please confirm that the scope of the design competitions is for both the OGT and OGC? From an evaluation perspective, is the emphasis on the OGT design, or will they be equally weighted?
<b>Response:</b>	<b><i>The design competition is for both the OGT and the OGC as a single integrated building. The scope will be divided between the OGT/OGC to one firm/Team and one Team for Concourses S1 and S2.</i></b>
<b>Question 83:</b>	We understand that City of Chicago/CDA intends to retain Intellectual Property of the competition designs. Does City of Chicago/CDA intend to mix and match the best elements of all schemes submitted by the five shortlisted firms? Is the intent to select a comprehensive design from a single team?
<b>Response:</b>	<b><i>The intent is to select a comprehensive design by one team for the OGT and the OGC.</i></b>
<b>Question 84:</b>	Can the City of Chicago/CDA clarify the intended schedule for the 12 week competition, team selection, and ultimately an NTP?
<b>Response:</b>	<b><i>The schedule for that portion of the procurement process has not yet been determined.</i></b>
<b>Question 85:</b>	What is the extent of requested modification of existing Terminal 1 and Terminal 3 concourses?
<b>Response:</b>	<b><i>The OGT and OGC will be functionally connected by a post security connector, but the extent and scope of the connection has not been determined at this point. Given the architectural significance of Terminals 1 and the Rotunda structure careful consideration will be needed in developing the interface between the buildings. CDA intends to work with the selected Design team to collaboratively develop options for those connections.</i></b>
<b>Question 86:</b>	RFQ Page 15, Section B.7 “MBE/WBE Documentation” as well as “Exhibit C” state the project goals of MBE/WBE participation at 25% & 5%, respectively.
<b>Response:</b>	<b><i>That is correct.</i></b>
<b>Question 87:</b>	RFQ Page 19, Section B.4 notes that favorable consideration will be given to respondents that commit to mentoring two or more Protégé firms utilizing written agreements similar to the DPS Mentor/Protégé Program per Section 2-92-535 of the Municipal Code.
<b>Response:</b>	<b><i>Correct.</i></b>
<b>Question 88:</b>	Per Section 2-92-535 the Prime is awarded up to 5% additional participation credit toward the project MBE/WBE goals by entering into such an agreement. Please confirm this policy applies to the ORD TAP projects.
<b>Response:</b>	<b><i>This policy applies to the TAP terminal development projects.</i></b>
<b>Question 89:</b>	Further, given the size of the design scope for the ORD TAP projects, the stated MBE/WBE goals will be very difficult to achieve without increased risks for team fragmentation and design process inefficiency. Will the Evaluation Committee prefer Respondents with stronger qualifications coupled with utilization of Mentor/Protégé agreements per Section 2-92-535? Or is the preference to utilize a greater number of MBE/WBE firms to achieve the stated MBE/WBE goals?

<b>Response:</b>	<b><i>Pursuant to Section B.4 favorable consideration will be given to Respondents that commit to mentoring arrangements with Protégé firms including M/WBE firms. With respect to commitment to M/WBE goals, respondents should propose a plan that will meet or exceed the requirements in a manner that the Respondent believes is most appropriate to successfully complete the project.</i></b>
<b>Question 90:</b>	Are Schedule C-3's required for each MBE/WBE subcontractor in this response?
<b>Response:</b>	<b><i>No. Respondents should submit their commitment to comply with the MBE/WBE requirements as stated in the MBE &amp; WBE Special Conditions for Commodities or Services Contracts of the RFQ Document. Schedules C-3's are not needed at this stage.</i></b>
<b>Question 91:</b>	Are Letters of Certification from the City of Chicago required for MBE/WBE subcontractors in this response?
<b>Response:</b>	<b><i>No. Respondents should submit their commitment to comply with the MBE/WBE requirements as stated in the MBE &amp; WBE Special Conditions for Commodities or Services Contracts of the RFQ Document.</i></b>
<b>Question 92:</b>	Schedule D-3 is referenced in the Submittal Checklist but looks as though it might be a typo. As this is not a financial proposal, it is assumed that Schedule D-3's are NOT required for MBE/WBE subcontractors at this stage. Please confirm.
<b>Response:</b>	<b><i>See the response to Question 58 above.</i></b>
<b>Question 93:</b>	Are copies of professional licenses of Professional Staff required as part of the response? If so, are license numbers acceptable as a substitute?
<b>Response:</b>	<b><i>Yes. Provide copies of professional licenses of the Professional Staff.</i></b>
<b>Question 94:</b>	Does the 10-page maximum for all projects, include the Project Reference form required for each project, within the 10 page maximum? Or is it X # of projects, + one Project Reference Form for each project, e.g. 10 pages of projects + 10 pages of Project Reference Forms = 20 pages total?
<b>Response:</b>	<b><i>You are not required to use the project reference forms; you must provide the information that is being requested on the forms in the order it is requested. You are free to create a graphic format to present the information that meets the other requirements of the RFQ in terms of font size. All project reference forms will be counted in the page count with a maximum of 10 pages.</i></b>
<b>Question 95:</b>	Is it possible to develop a Conflict Matrix that would allow consultants on contractors (both prime and sub) to understand which companies may pose a conflict of interest? This would include a mitigation process to remove, avert, or alleviate potential conflicts. To ensure a good pool of firms, the Conflict Mitigation procedures should include Affiliated Relationships, Use & Lease Airline Representatives, TOSR, CMR, etc. Attached is an example from the Chicago Transit Authority.
<b>Response:</b>	<b><i>See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</i></b>
<b>Question 96:</b>	Please confirm the audited financial statements requirement is for the team leader or prime consultant only, and not for sub-consultants.
<b>Response:</b>	<b><i>Primes only unless the Respondent is a joint venture in which all members of the joint venture must provide the audited financial statements.</i></b>
<b>Question 97:</b>	Will CDA directly engage a commissioning authority for the commissioning of the MEP and/or enclosure systems?
<b>Response:</b>	<b><i>Yes.</i></b>

<b>Question 98:</b>	Please confirm the scope of work of ORAT Coordination.
<b>Response:</b>	<b><i>Final scope will be determined at contract negotiations for ORAT activities.</i></b>
<b>Question 99:</b>	Please clarify the service to be provided by #19 'Traffic Design for concourse movements'.
<b>Response:</b>	<b><i>Exhibit 1, Section 2.04, Design Services Scope, item #19 has been deleted in its entirety and replaced with the following:</i></b>  <b><i>“Circulation designs for passengers and courtesy vehicles movements on concourse and in pedestrian tunnels”.</i></b>  <b><i>Aircraft movement plans are defined under separate bullet point.</i></b>
<b>Question 100:</b>	Please confirm that any additional geotechnical services not provided by CDA will be a reimbursable expense.
<b>Response:</b>	<b><i>CDA will be responsible for all geotechnical services.</i></b>
<b>Question 101:</b>	Please define the difference and dollar amounts between construction cost, program budget and project budget.
<b>Response:</b>	<b><i>See response to Question 4 above.</i></b>
<b>Question 102:</b>	Can firms participate on both the OGT/OGC and S1/S2 portions of the project if awarded separately?
<b>Response:</b>	<b><i>Yes.</i></b>
<b>Question 103:</b>	Please clarify the scope of services for site surveys (including topographic surveys) by the lead architectural team.
<b>Response:</b>	<b><i>The PMO will conduct the site surveys.</i></b>
<b>Question 104:</b>	Would successful award of Lead Architectural Design Services team constitute disqualification from further design solicitations, for example the Lead Tunnel and Civil Engineer?
<b>Response:</b>	<b><i>No.</i></b>
<b>Question 105:</b>	Does the stated budget for OGT/OGC include all project costs, hard and soft, or just construction cost?
<b>Response:</b>	<b><i>No. See response to Question 4 above.</i></b>
<b>Question 106:</b>	Please confirm the construction budget available for the S1/S2 concourse projects.
<b>Response:</b>	<b><i>See response to Question 4 above.</i></b>
<b>Question 107:</b>	Has the NEPA environmental review analysis been conducted for the Terminal T2 Redevelopment?
<b>Response:</b>	<b><i>No. It will be completed over the course of the next eighteen (18) months.</i></b>
<b>Question 108:</b>	Will CDA provide a Design Day Gated forecast to validate the program?
<b>Response:</b>	<b><i>Yes. It will be provided to the shortlisted Respondents as a part of the design competition. The initial RFQ response is a qualifications-based selection.</i></b>



<b>Question 109:</b>	Please confirm EDS and Affidavit requirement is for a team leader or prime consultant only, and not for sub-consultants.
<b>Response:</b>	<b>Yes. It is for Prime Consultant Respondent and not sub-consultants. If the Prime Consultant Respondent is a joint venture, then it is required for all members of the joint venture.</b>
<b>Question 110:</b>	Respondent can provide CPA reviewed detailed financial statements for the prior 3 three years that are utilized for K-1 tax filings and fairly represent the financial condition of the company. The statements are compiled in accordance with accounting principles generally accepted in the United States of America. The financial statements are reviewed in accordance with Statements on Standards for Accounting and Review Services as promulgated by the Accounting and Review Services Committee of the AICPA. We request the city utilize these statements to assess the financial condition required as part of the submission.
<b>Response:</b>	<b>CPA reviewed detailed financial statements are not acceptable. All Respondents must submit audited financial statements.</b>
<b>Question 111:</b>	The RFQ requires that the Respondent carries \$15,000,000 of liability insurance. Usually consultants are required to carry \$5,000,000 maximum, can the additional be carried in an umbrella policy?
<b>Response:</b>	<b>Yes, the Respondent may use primary and excess/umbrella limits to meet the \$15 million of Professional Liability required. Please note, per the RFQ Section II. Required Information, C. Volume II - Representations and Certifications – Required Content, 7, Insurance, “Respondents are <u>NOT</u> required to submit evidence of insurance with the Statement of Qualifications but must submit evidence of insurability with their SOQ’s indicating that if awarded an Agreement the Respondent will provide evidence of insurance in the amounts specified in Exhibit 4 to the Agreement. Prior to award of an Agreement, the Respondent selected to perform the Services must submit evidence of insurance in the amounts specified and in the form provided in Exhibit 4 to the Agreement. If Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, if awarded an Agreement, must be in the name of the joint venture or limited-liability company.”</b>
<b>Question 112:</b>	Will the City procure a project professional liability policy as stated on Page D-4?
<b>Response:</b>	<b>That has not yet been determined. Respondents will need to provide evidence of insurability for the coverages as defined in the RFQ, if selected.</b>
<b>Question 113:</b>	If a Joint Venture Partner is a Minority or Woman Owned Business Enterprise, do they have to maintain the coverage required of the Design Consultant.
<b>Response:</b>	<b>Yes.</b>
<b>Question 114:</b>	What is the difference between on-site and off-site for this project as referred to on Page D-4 under section titled Insurance required of subcontractors or subconsultants. Is on-site analogous to working on the airfield and off-site analogous to working in the terminal?
<b>Response:</b>	<b>Yes. It is Aircraft Operations Area (AOA) verses Non-Aircraft Operations Area (Non-AOA).</b>
<b>Question 115:</b>	Does item 19 on page A-11 titled “Traffic Design for Concourse Movements” refer to passenger or aircraft movement?
<b>Response:</b>	<b>See response to Question 99 above.</b>
<b>Question 116:</b>	The RFQ states that all members of the CMAR team, including subcontractors, are conflicted, however, those teams have not been awarded contracts. How does the City plan to identify those conflicts for this RFQ?

<b>Response:</b>	<b>See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</b>
<b>Question 117:</b>	RFQ page 15, IT Special Systems Manager and Scope of Services page A-62, “Technology Integration Services Provider” are one in the same? Only the former is on the sample rate table. Could you please clarify?
<b>Response:</b>	<b>They are not one and the same. The Technology Integration Services Provider refers to a vendor that can design and implement the respective services. The IT Special Systems Manager is one of the Key Personnel responsible for overseeing and maintaining the special systems. The rate chart can be edited by the Respondent to add positions including IT, as needed.</b>
<b>Question 118:</b>	As the design teams need to interface, please identify when the Lead Tunnel Designer and Civil Engineer will be selected.
<b>Response:</b>	<b>It is anticipated the Lead Tunnel Designer and Engineering Services contract award will be concurrent with the Lead Architectural Contract.</b>
<b>Question 119:</b>	Page 4 - RFP Requirements note the construction budget for the OGT and OGC to be 1.3 Billion USD. Please advise what is covered under the construction budget (e.g. demolition, soft costs, etc.).
<b>Response:</b>	<b>See response to Question 4 above.</b>
<b>Question 120:</b>	Page 4 - Considering the second finisher will design the S1 and S2 concourses, please advise the established construction budget for S1 and S2.
<b>Response:</b>	<b>See response to Question 4 above.</b>
<b>Question 121:</b>	Page 12 - II Required Information B 2.F asks to note objections to the Contract. Please advise if the objections are included the 3-side limit for the Executive Summary or can be a separate document to the executive summary.
<b>Response:</b>	<b>Provide as a separate document at the end of the RFQ response. This information will not count toward the fifty-five (55) page limit.</b>
<b>Question 122:</b>	Page 14, no. 5 - Asks for two successfully completed airport projects; In order for us to pick the best suited projects, please define ‘successfully completed’.
<b>Response:</b>	<b>Projects that meet the requirements as stated and have been completed to the owner’s and stakeholder’s expectations.</b>
<b>Question 123:</b>	Page 16, no.5 - Financial Statements, please clarify if financial statements are required as separate electronic copy only, or part of Volume II required content (hard Copy).
<b>Response:</b>	<b>It is part of the Volume II required content, but it is acceptable for the hard copy to be bound separately.</b>
<b>Question 124:</b>	Submittal Checklist – some of the items in the checklist do not correspond with the required information listed in the RFP (order and contents of the sections), please advise which one prevails.
<b>Response:</b>	<b>See response to Question 17 above.</b>
<b>Question 125:</b>	If a firm is selected under this solicitation for one of the two architectural TAP projects, are they conflicted out of being a subconsultant on future civil/site contract selections (i.e. Tunnel/Lead Engineer project, Central Basin, etc.)?
<b>Response:</b>	<b>No. The selected firms will not be precluded from other design contracts.</b>
<b>Question 126:</b>	Does Exhibit 2A need to be completed and submitted as part of this response?
<b>Response:</b>	<b>Rates are not needed at the RFQ phase.</b>

<b>Question 127:</b>	Do C-1's and a D-1 need to be completed as part of this response?
<b>Response:</b>	<b>No. Respondents should submit their commitment to comply with the MBE/WBE requirements as stated in the MBE &amp; WBE Special Conditions for Commodities or Services Contracts of the RFQ Document. Schedules C-1's and D-1's are not needed at this stage.</b>
<b>Question 128:</b>	Please confirm that the scope of this project includes only support systems for the automated people mover (APM) and the full design of the APM will be part of the Tunnel Design project.
<b>Response:</b>	<b>Phase I of the TAP program constructs the infrastructure and tunnel for the APM. It does not include APM systems track or APM control systems which will be a component of Phase II.</b>
<b>Question 129:</b>	Is there an intention to create a co-located project team center for the PMO, CMR and Lead Designer at the City of Chicago/CDA Administrative offices near O'Hare? If so, when would it be available and what spaces will be available to the provider of the Lead Architectural Design services?
<b>Response:</b>	<b>No determination has been made.</b>
<b>Question 130:</b>	Is there a requirement by the CDA/City of Chicago, to utilize specific software for delivery e.g. Primavera or a project specific electronic document management system? If there is, please advise if software & license are being provided or would need to be obtained by the winning teams?
<b>Response:</b>	<b>Yes. Primavera 6 will be used for Scheduling Software and license will be provided by Respondent. The Program Management software licenses will be provided by CDA.</b>
<b>Question 131:</b>	If an Ineligible Party is defined as a party that "represented the Airlines during negotiations for the Use & Lease Agreement" (see Section F(5)), why was this same provision not a part of previous procurements as it is inconsistent and more restrictive than previous solicitations for CMAR or Program Management Office roles, yet the rationale supporting such a prohibition appears to be identical in all three instances. Since the prohibition was not contained in the other procurements, perhaps its appearance solely in this RFQ is a simple administrative oversight which can be rectified with a response to this question?
<b>Response:</b>	<b>This is not an administrative oversight. See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</b>
<b>Question 132:</b>	Please clarify the intent of the phrase "represented" in Section F(5). We presume that this phrase is intended to cover attorneys and other entities that actively negotiated with the City on behalf of the Airlines in the lease negotiations. If, however, a party was involved in a limited technical advisory role, did not speak for an Airline from a business or legal perspective, and did not participate in the preparation of this RFQ, we assume the party is not an Ineligible Party?
<b>Response:</b>	<b>The phrase "represented" means providing support in any capacity for the Airlines (or any of their representatives) during the lease negotiations.</b>
<b>Question 133:</b>	For any entity still considered to be an Ineligible Party due to its role as a technical advisor to one or more of the airline Parties, may the Respondent's SOQ contain a letter stating the Respondent will terminate its role as a technical advisor to the associated airlines if the Respondent is awarded a contract?
<b>Response:</b>	<b>No. As stated in the RFQ, entities that represented the Airlines during negotiations for the Use &amp; Lease Agreement are considered Ineligible Parties for consideration of award of a contract. Terminating its role as a current technical advisor to the respective airlines would not remove the aforementioned conflict of interest.</b>

<b>Question 134:</b>	Can we reduce the font size to either 9 or 10 pt?
<b>Response:</b>	<b>No. See responses to Questions 77 and 94 above.</b>
<b>Question 135:</b>	Is there an approximate breakdown of square footage per building?
<b>Response:</b>	<b>Yes. See response to Question 4 above.</b>
<b>Question 136:</b>	To clarify, does the \$1.38B construction budget include the budget for new concourses Satellite 1 and Satellite 2 as well?
<b>Response:</b>	<b>No. See response to Question 4 above.</b>
<b>Question 137:</b>	To confirm, will subconsultants need to provide government rates, fringe, profit, and multiplier?
<b>Response:</b>	<b>Yes. It is limited to auditor overhead rates, but in no case more than 2.75.</b>
<b>Question 138:</b>	Is the project still targeting LEED Gold equivalence without certification?
<b>Response:</b>	<b>No. The project is targeting a LEED Certified equivalence without certification.</b>
<b>Question 139:</b>	Are these documents required as part of the response under Executive Summary & Associated Information: <ul style="list-style-type: none"> <li>• Joint Venture Agreement including Schedule B and Disclosures as appropriate</li> <li>• LLC operating Agreement including Schedule B and Disclosures as appropriate</li> <li>• Licensing information</li> </ul> Contrary direction between the Submittal checklist and the description & instructions of each section provided.
<b>Response:</b>	<b>Yes, it should be included in Volume II information. See the revised Submittal Checklist as Attachment B of this Addendum.</b>
<b>Question 140:</b>	In section F5 on Page 10, please clarify whether it is the City's intent to conflict just the entities named, or the teams as implied by the inclusion of the CMAR teams as additional ineligible parties.
<b>Response:</b>	<b>See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</b>
<b>Question 141:</b>	Is it necessary for each prime consultant to identify all sub-consultants for the RFQ stage, or can team members be added after the shortlist is made at the start of the RFP phase?
<b>Response:</b>	<b>Yes. Team members can be added after the start of the RFP phase.</b>
<b>Question 142:</b>	For Key Personnel, can more than 1 person be identified for the "key personnel" roles as listed on page 15?
<b>Response:</b>	<b>Yes. However, they will both be considered Key Personnel under the contract and all contract terms shall apply.</b>
<b>Question 143:</b>	Are sub-consultants on lead architectural teams allowed to pursue the lead civil tunnel services either as prime consultant or as sub-consultants?
<b>Response:</b>	<b>Yes. See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</b>
<b>Question 144:</b>	The question is regarding acceptable MBE certifications for this opportunity: Our firm is registered as a certified MBE through the Chicago Minority Supplier Development Council (CMSDC), but not through the City of Chicago. Does MBE certification through CMSDC

	(one of the assist agencies listed in the RFQ – pg. 116) count toward the MBE participation goals for this RFQ?
<b>Response:</b>	<b><i>MBE's and WBE's must be certified by either the City of Chicago or Cook County, Illinois.</i></b>
<b>Question 145:</b>	In the pre-bid meeting there was mention of a new civil contract that will be let later this year. What is the nature of the civil contract that will be let later in the summer/fall? Is this an RFQ for what is the current CDA Master Civil contract?
<b>Response:</b>	<b><i>This question cannot be answered based on the information provided.</i></b>
<b>Question 146:</b>	On behalf of the CARE Plus joint venture, previous solicitations related to the O'Hare 21 Terminal Area Plan clarified that joint venture firms that comprise the Care Plus organization <b>ARE ELIGIBLE</b> to respond as either a Prime or subconsultant with no conflict. Can you confirm and verify this to be true for Specification 428915. Furthermore, it's important to note that since Specification No. 348988 was advertised on February 23, 2017, no key personnel or staff from the CARE Plus organization has had direct or indirect involvement with any planning activities or documentation related to the Terminal Area Plan. We request consideration of removing CARE Plus from the list of conflicted entities.
<b>Response:</b>	<b><i>See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</i></b>
<b>Question 147:</b>	Do we need to submit the Mentor/Protégé Agreement Form(s) as part of our SOQ?
<b>Response:</b>	<b><i>See response to Question 36 above.</i></b>
<b>Question 148:</b>	What will the contract structure look like? There is mention in the RFQ that this contract would move to lump sum vs. Cost plus fixed fee at 30% design. Can CDA confirm that this will in fact occur?
<b>Response:</b>	<b><i>It is CDA's intention to negotiate and transition to a lump sum contract at the end of schematic design phase.</i></b>
<b>Question 149:</b>	If a firm has an approved IDOT FAR Overhead Multiplier (defined as; overhead, burden and percentage fee) that is higher than a 2.75 Multiplier will CDA accept the higher approved overhead rate?
<b>Response:</b>	<b><i>No, the multiplier will be limited to 2.75.</i></b>
<b>Question 150:</b>	Exh 1, pg A-13 lists a Program Management Team (PMT). a. Has this PMT been contracted? b. If they have not been contracted, what is DPS/CDA's timeframe to have them under contract? c. Can CDA identify the companies working as the PMT?
<b>Response:</b>	<b><i>a. Yes. b. They are under contract. c. Connect Chicago Alliance (CCA) Joint Venture is the Program Management Team.</i></b>
<b>Question 151:</b>	Exh 1, pg A-13 lists 2 entities under the Program Mgmt Support Services – Project Management and Design Mgmt. a. Have these 2 entities been contracted? b. If they have not been contracted, what is DPS/CDA's timeframe to have them under contract? c. Can CDA identify the companies working under these 2 entities if contracts have been settled?

<b>Response:</b>	<p>a. <b>Yes. Those functions will be provided by the PMO office. See response to Question 150 above.</b></p> <p>b. <b>See response to Question 150 above.</b></p> <p>c. <b>Connect Chicago Alliance Joint Venture is serving as the Program Manager.</b></p>
<b>Question 152:</b>	Exh 1, pg A-14 lists a Construction Manager at Risk (CMR) group. Has this CMR group been contracted?
<b>Response:</b>	<b>No.</b>
<b>Question 153:</b>	<p>I write in connection with the above referenced Request For Qualifications (“RFQ”). Specifically, I would like to clarify the “Conflict of Interest” provision in Section 1.F of the RFQ.</p> <p>As you are presumably aware, the instant provision is the same as the Conflict of Interest provision in last year’s RFQ for Professional Task Order Services (Specification 180660). In connection with that RFQ, our firm and several other prospective bidders sought clarification from the Department of Procurement Services that, as joint venture partners in CARE Plus, the companies were not individually deemed “ineligible parties” for purposes of bidding on the RFQ. The Department, through two addenda, confirmed that, indeed, it was the joint venture entities that were ineligible parties, not the individual companies.</p> <p>In that the instant RFQ does not reflect the provision as modified by the two addenda to Specification 180660, our firm (and presumably several others) respectfully request that the Department amend Specification 428915 to clarify that individual companies that are joint venture partners in CARE Plus are not precluded from bidding on this RFQ.</p>
<b>Response:</b>	<b>The Conflicts of Interests section has been revised to provide greater participation for more firms. See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</b>
<b>Question 154:</b>	What work is involved as interiors doesn’t gave a design license? Not registered architect?
<b>Response:</b>	<p><b>The overall Terminal designs for OGT/OGC and Satellite Terminals S1 and S2 will need to be signed and sealed by the necessary discipline leads. There are no specific breakouts for work that can be done by non-licensed designers.</b></p> <p><b>All interiors of the structures will be completed by the selected design teams with the exception of airline exclusive spaces including operations areas and club lounges. Concessions areas and other leased spaces will also be developed by the respective stakeholders.</b></p>
<b>Question 155:</b>	<p>Our firm is a member of BPC Airport Partners Joint Venture serving as the Master Civil Engineer for the OMP program. In that BPC has been listed as conflicted out of the selection process.</p> <p>Can our firm be part of a Respondent team as a Sub-contractor having no part of the Management structure of the Respondent, no beneficial interest in the Respondent and having less than a forty-nine percent (49%) interest in the Services being provided?</p>
<b>Response:</b>	<b>See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</b>
<b>Question 156:</b>	Item no. 4 “Affiliated Relationships” (see below yellow highlighted section) it appears that the conflict of interest associated with any <u>Joint venture partner</u> in CARE Plus still remains in this RFQ. This same issue was resolved under Addendum No. 3 of last year’s “Requests for Qualifications (RFQ) for Professional Task Order Services for Chicago Airport System,

	<p>Specification Nos. 180580 and 180660" when this language was removed (see below redlined copy of Addendum no. 3) from these RFQ's.</p> <p>It should be noted that CARE Plus, LLC and its <u>JV partners</u> have absolutely no future contract responsibility for managing any components of the Terminal Apron Plan that are outlined in this "Specification No. 428915- RFQ for Lead Architectural Design Services – Terminal Plan" for the future O'Hare Global Terminal, the O'Hare Global Concourse or Satellite Concourses 1 &amp; 2 and therefore request that the Conflict of Interest language regarding the "JV Partners of CARE Plus" be removed from this RFQ.</p>
<b>Response:</b>	<b>See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</b>
<b>Question 157:</b>	Will a video recording of the Pre-Submittal Conference be shared afterwards?
<b>Response:</b>	<b>No.</b>
<b>Question 158:</b>	Is there a way to access the pre-submittal conference virtually?
<b>Response:</b>	<b>No.</b>
<b>Question 159:</b>	<p>Our firm performed a small architectural planning assignment for headhouse studies as a sub-consultant to Ricondo in 2016, as part of Ricondo's involvement in the planning process for the TAP at O'Hare Airport. Our work and participation was complete by January 30, 2017. Note that the headhouse and concourse configuration at the time were starkly different than the current TAP referenced in the RFQ. Attached is a copy of our work authorization.</p> <p>I am writing to seek your determination as to whether this constitutes a conflict that would make us ineligible as a Respondent to pursue the RFQ mentioned above (Specification No. 428915) and our status in this regard? At the time, the CDA Director Ginger Evans, advised us that our work for Ricondo would not present a conflict for subsequent design work.</p>
<b>Response:</b>	<b>The subconsultant to Ricondo in question would be deemed to be conflicted and thus ineligible as a Respondent. See Attachment A – Amended and Restated Section I.F. Conflicts of Interests and Attachment A.1 – Conflicts Matrix.</b>
<b>Question 160:</b>	There is a discrepancy between the required content for Volume 2 and what is provided in Exhibit 3. In the submittal check list for Volume 2, C-3's and D-3's are referenced, but in Exhibit 3 you included C-1's and D-1's. Please clarify what is required to be include. Furthermore, there is no reference in the requirements for Volume 2 to include any Schedule C's or D's.
<b>Response:</b>	<b>Respondents should submit their commitment to comply with the MBE/WBE requirements as stated in the MBE &amp; WBE Special Conditions for Commodities or Services Contracts of the RFQ Document. Schedules C-1's and D-1's or C-3's and D-3's are not needed at this stage.</b>
<b>Question 161:</b>	In Section 5: Professional Qualifications, Capabilities, Resources and Specialized Experience, could you please clarify what you mean when you say "This description should also include the proposed organizational structure, lists of key personnel and description of all personnel who will provide Services".
<b>Response:</b>	<b>See response to Question 6 above.</b>

<b>Question 162:</b>	How do you envision teams addressing the need for programming and planning assistance required from a concession planning expert? Is this a service that should be provided by the design team or will the CDA be assigning a concession consultant to the project?
<b>Response:</b>	<b><i>See response to Question 55 above.</i></b>
<b>Question 163:</b>	If participating in a joint venture, please confirm whether all JV partner(s) are required to supply answers for Volume I, Sections: 2. Executive Summary; 3. Company Profile; and Volume II Sections 1 – 7. Or is this information only required of the lead firm?
<b>Response:</b>	<b><i>All Required Content for Volumes I and II should include information for all of the Joint Venture partners.</i></b>
<b>Question 164:</b>	Exh 1, pg A-12, 2.05.4, is there a publication that outlines the “projects either planned or in construction at ORD <that> are identified within the CDA Capital Improvement Plan (CIP) and O’Hare Modernization Plan (OMP)...”?
<b>Response:</b>	<b><i>These documents are not available at this time.</i></b>
<b>Question 165:</b>	Prior to Aug 9, 2018, will DPS/CDA publish a tentative timeline to announce the preferred shortlist of respondents for this RFQ?
<b>Response:</b>	<b><i>No.</i></b>
<b>Question 166:</b>	Exh 1. Pg A-63 paragraph A.1 lists a “TAP Program Definition Manual dated Dec. 2014”. Where is this publication? Is it available for the current respondents to this RFQ to review?
<b>Response:</b>	<b><i>See response to Question 164 above.</i></b>
<b>Question 167:</b>	Is the TAP Program Definition Manual listed on pg A-63 the same as listed on pg a-24 of Exh 1, section 4.01, paragraph C?
<b>Response:</b>	<b><i>Yes.</i></b>
<b>Question 168:</b>	Do all the proposing firms need to have a local office in Cook County Chicago?
<b>Response:</b>	<b><i>Respondents will not be required to have a local office in the City of Chicago. However, at least one of the first three designated key personnel should be a licensed Architect in the State of Illinois. Refer to Page 15, Section 6(b) of the RFQ. Additionally, the Section speaks to the need of local availability of Key Personnel. It is anticipated that as specific designs are developed that the CDA, CCA-PMO, CMAR’s and the Design Teams will be holding numerous face to face meetings. These meetings will not be arranged around any team’s travel requirements. The selected team is required to be licensed to do business in the State of Illinois.</i></b>
<b>Question 169:</b>	Does the winning firm need to have a local office in Cook County, Chicago?
<b>Response:</b>	<b><i>Respondents will not be required to have a local office in Cook County. It is anticipated that as specific designs are developed that the CDA, CCA-PMO, CMAR and the Design Teams will be holding numerous face to face meetings. See response to Question #168 above.</i></b>
<b>Question 170:</b>	Can you suggest potential subcontracting agency roles as they relate to this RFP? Asking for guidance on what an MBE or WBE can offer given that many firms that deliver these type of services are large and all inclusive of the requested services.
<b>Response:</b>	<b><i>It is the intention of CDA to have MBE, WBE and Protégé firms involved in all aspects of the design process. There are not specific recommendations as to how these firms should be included.</i></b>



	<b><i>This response is an RFQ only. The City of Chicago provides a website listing certified M/WBE firms and the areas they are certified and can be found at the following link: <a href="https://chicago.mwdbe.com/?TN=chicago">https://chicago.mwdbe.com/?TN=chicago</a>.</i></b>
<b>Question 171:</b>	Would you suggest since there is a creative public art component to the work, this portion could be subcontracted to a local agency that has community outreach experience?
<b>Response:</b>	<b><i>The art program for the terminal has not yet been defined other than the requirements as defined by the City of Chicago Public Art Program ordinances (MCC 2-92-070 et seq.) and will be administered by the City's Department of Cultural Affairs and Special Events (DCASE) in cooperation with CDA. See answer to Question 75.</i></b>
<b>Question 172:</b>	Does the public art for this scope have to be created by a Chicago-based local artist? Can the public art portion come from international artists? What if they are from outside of Chicago, and in Illinois? What are the eligibility requirements for the public art at the new terminal?
<b>Response:</b>	<b><i>See response to Question 171 above.</i></b>
<b>Question 173:</b>	Is there a community outreach and public relations component on this scope of work?
<b>Response:</b>	<b><i>Community outreach will be managed by the CDA. The Lead Design Architectural Team may be requested to provide exhibits from time to time. This will be negotiated as part of the scope of the winning teams.</i></b>
<b>Question 174:</b>	Is there a website design and development component on this scope of work?
<b>Response:</b>	<b><i>Not at this time. If included it would be considered an additional service. CDA will provide all website development for this project. The winning Respondents may be asked to provide updated information to be used as content from time to time, but that will be negotiated during the Award Phase of the contracts.</i></b>
<b>Question 175:</b>	Is there a social media and local outreach component on this scope of work?
<b>Response:</b>	<b><i>The CDA will host all social media for this program. The winning Respondents may be asked to provide updated status information for any social media to respond.</i></b>
<b>Question 176:</b>	Is there a visual identity and branding component on this scope of work as it relates to the new terminal? Something that goes beyond wayfinding signs?
<b>Response:</b>	<b><i>That component will be addressed as a part of the RFP process for shortlisted firms.</i></b>
<b>Question 177:</b>	Will you allow any exceptions on the MBE and WBE subcontracting requirement? If yes, what conditions MUST be met in order for the winning firm to *not* have a 25% MBE and 5% WBE subcontractor included?
<b>Response:</b>	<b><i>Refer to Exhibit 3, MBE &amp; WBE Special Conditions for Commodities and Services Contracts, Article 2, Section 2.5, Regulations Governing Reductions to or Waiver of MBE/WBE Goals of the RFQ Document.</i></b>

**END OF ADDENDUM 2**

CITY OF CHICAGO  
DEPARTMENT OF PROCUREMENT SERVICES

SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER

**ATTACHMENT A**  
**AMENDED AND RESTATED SECTION I.F. – CONFLICTS OF INTERESTS**

## AMENDED AND RESTATED SECTION I.F. – CONFLICTS OF INTERESTS

### F. Conflicts of Interests

For the purposes of this Section F only, the term "Respondent" shall mean the entities that submit Proposals in response to this RFQ. For the purposes of this section, the following definitions apply:

- "CARE Plus" or Chicago Airports Resources Enterprise Plus" means a joint venture, which serves as the Department's Owner Representative and Construction Manager for Capital Improvement Program projects.
- "Master Civil Engineer" means BPC Airport Partners, a limited liability company, which serves as the OMP's Master Civil Engineer.
- "CCA" means Connect Chicago Alliance, a joint venture, which serves as the TAPs Program Management Office (PMO).

Respondents will be subject to the following conflicts of interest rules:

1. The O'Hare 21 Program is very complex, which has changed how potential and real conflicts are presented and reviewed. The most important rule is that **no Engineering or Architectural firm in either a prime or sub-consultant role will have oversight or review of any design work or a construction management role for any project which they have worked on.** Generally, professional services firms providing design services for a facility cannot also be part of constructing the same facility.
2. CARE Plus, the Master Civil Engineer, and the PMO ("Covered Entity #1") are not eligible for consideration for award of the Agreement and may not participate on the Agreement as a subcontractor ("Ineligible Parties").
3. If Respondent is a subcontractor of one or more of the Ineligible Parties (Covered Entity #2), Respondent will be ineligible for consideration for award of an Agreement as a Consultant unless the Respondent's SOQ contains a letter stating the Respondent will terminate its role as a Covered Entity #2 if the Respondent is awarded a contract.
4. If Respondent proposes to use as one of its subcontractors any Covered Entity #2 as described above, Respondent must comply with the requirements set forth below to be eligible for consideration for award of an Agreement:
  - a. The Covered Entity #2 shall have no management role whatsoever in the Respondent; and
  - b. The Covered Entity #2 shall have no beneficial interest whatsoever in the Respondent; and
  - c. Respondent's SOQ shall propose to use Covered Entities #2 on no more than forty- nine percent (49%) of all Services under an Agreement; and
  - d. Respondent must provide an accurate and complete description of the conflict of interest and the measures the Respondent proposes to mitigate the effects of the conflict of interest.
5. Affiliated Relationship
  - a. If Respondent is an entity that has an Affiliated Relationship (as defined below) (Covered Entity #3), Respondent will be ineligible for consideration for award of an Agreement as a Consultant but may provide Services as a subcontractor in accordance with Section 4 above.

For purposes of this section, an "Affiliated Relationship" exists if the Respondent and any of the Ineligible Parties or any joint venture partner of the Ineligible Parties or any subcontractor of the Ineligible Parties have any common ownership, whether directly or indirectly (including, without limitation, if they are subsidiaries of the same parent company);

however, if any institutional investor owns less than 10% of both the Respondent and the Ineligible Party, joint venture partner of the Ineligible Party, and/or Covered Entity #2, such ownership will not render the relationship between the Respondent and the Ineligible Party, joint venture partner of the Ineligible Party, and/or Covered Entity #2 an Affiliated Relationship.

- b. If Respondent proposes to use any Covered Entity #3 as a subcontractor, the Respondent must comply with the requirements set forth below to be eligible for consideration for award of an Agreement.
  - The Covered Entity #3 shall have no management role whatsoever in the Respondent; and
  - The Covered Entity #3 shall have no beneficial interest whatsoever in the Respondent; and
  - Respondent's SOQ shall propose to use Covered Entities #3 on no more than forty-nine percent (49%) of all Services under an Agreement; and
  - Respondent must provide an accurate and complete description of the conflict or apparent conflict and the measures that the Respondent proposes to mitigate the effects of the conflict.
- c. The CPO will make the determination of eligibility in his/her sole judgment based upon the requirements set forth above. The CPO's determination adverse to the Respondent shall be final unless the Respondent's SOQ contains a letter from the Covered Entity #3 agreeing to withdraw from Respondent's team in the event of such an adverse determination.

#### 6. Covered Entity #1 Joint Venture Members

- a. The current joint venture partnerships working at CDA for Program Management and Construction Management are conflicted from pursuing the Architectural work as a joint venture. However, they are permitted to pursue the work as individual entities and may or may not have a conflict depending upon their other pursuits. For example, the Master Civil Engineer Joint Venture (BPC Airport Partners) is precluded from pursuing any contracts as the same joint venture entity. Any member of that joint venture may pursue the work as an individual firm, but they may or may not have a conflict depending on the nature of the contract and work scope. Similarly, the Care Plus Joint Venture may not pursue any of the contracts as the same joint venture, but may be able to pursue other projects as individual firms.
- b. Due to CCA's role as the TAP PMO, CCA and its members are conflicted from pursuing the Architectural work, since they will have oversight of the TAP Program.

#### 7. Additional Ineligible Parties

If a Respondent, subcontractor to Respondent or Respondent which has an entity with an Affiliated Relationship is awarded an Agreement under this RFQ for Lead Design Services, they will then become an Ineligible Party for consideration of award of any Agreements for any current or future Program Management Services or Construction Manager Services (including Construction Manager At-Risk Services), which would fall under the management role of the Program Manager or the Construction Manager. Additional ineligible parties also include firms involved in the planning process which formulated the TAP development program including:





- Ricondo and Associates
- Landrum & Brown

- Entities that represented the Airlines during negotiations for the Use & Lease Agreement
- Any of the selected CMR teams and their subcontractors for the TAP (selection pending)

8. Conflict of Interest Evaluations

- The Evaluation Committee (“EC”) will consider any information regarding Respondent, including information contained in a Respondent’s Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent’s ability to successfully perform the proposed Services or undermine the integrity of the competitive-procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting or reviewing this RFQ or any other services related to this RFQ, such Respondent may be disqualified from further consideration.
- If a particular subconsultant is determined to have a conflict during the selection process or during the course of the project, teams may be asked to identify another certified subconsultant. Joint venture partners who are identified as having a conflict during the selection process, will disqualify their team – unless they are able to resolve the other project causing the conflict.
- Notwithstanding the above descriptions, Respondents are urged to be open and flexible in developing their teams. Given the fluid nature and magnitude of this program, conflicts may arise throughout the program that were not considered previously.
- The City reserves the right to evaluate potential conflicts of interests, if any, not set forth above that could present a conflict in the performance of the Services. With respect to the evaluation of potential conflicts of interest, the City also reserves the right to render a final decision on the eligibility of a particular Respondent to be considered for an award of an Agreement, all in a manner consistent with the best interests of the City.

9. Conflicts Matrix

Attachment A.1 is a Conflicts Matrix that covers all current and proposed Professional Services contracts at this time. For those projects which have been advertised and not awarded, joint ventures (Primes) and subconsultants should review the matrix. For projects that will be advertised in the future, the matrix will apply. The matrix is consistent with the current understanding of scopes of work. A RED box  indicates that there is a direct conflict in the program and the respective Primes and in some cases subconsultants are precluded from being in certain roles on certain contracts. Any Yellow Box  indicates that there is a potential or real conflict of interest. It will be up to the specific Prime Firm to provide specific information with the RFQ submittal that will show the plan to mitigate the conflict. If a sub-consultant is providing a named key person(s) in a specific role in a Yellow Box , that sub-consultant will need to provide a specific mitigation plan with the RFQ submittal indicating how the key person(s) role(s) will not conflict with the contract package marked in Yellow Box .

**ATTACHMENT A.1: CONFLICTS MATRIX**

	Contracts Awarded										Contracts Pending Award														
	OMP DMJM Aviation Partners JV Entity	OMP DMJM Aviation Partners & Subs	BPC Individual Partners & Subs	OMP - WSP JV Partners & Subs	CARE+ JV Individual Partners & Subs	Existing A/E Task Order Services -FEDERAL- Spec. No. 980500 Prime or Sub	Existing A/E Task Order Services -NON-FEDERAL- Spec. No. 98030 Prime or Subs	CDA Planning Contracts Subs	CCA Subconsultants	Quality Assurance Mat. Testing	Airline Subconsultants-Planners	CMAR JV (Spec. No. 376113)	CMAR Subs (Spec. No. 376113)	Master Architect or Master Architect JV (Spec. No. 428915)	Master Architect Subs (Spec. No. 428915)	Lead Engineer JV NA	Lead Engineer Subs NA	A/E Task Order Services -FEDERAL- Spec. No. 180660 Prime or Subs	A/E Task Order Services -NON-FEDERAL- Spec. No. 180580 Prime or Subs	Target Market Engineering Task Order Services - NON-FEDERAL - Spec. No. 286644	NON-FEDERAL - Target Market CM NA	NON-FEDERAL - CM Prime or Joint Venture NA	NON-FEDERAL - CM Subconsultants NA		
<b>Contracts Pending Award</b>	CMAR JV (Spec. No. 376113)																								
	CMAR Subs (Spec. No. 376113)																								
	Master Architect JV (Spec. No. 428915)																								
	Master Architect Subs (Spec. No. 428915)																								
	Lead Engineer JV NA																								
	Lead Engineer Subs NA																								
	A/E Task Order Services -FEDERAL- Spec. No. 180660 Prime or Subs																								
	A/E Task Order Services -NON-FEDERAL- Spec. No. 180580 Prime or Subs																								
	Engineering Task Order Services - NON-FEDERAL - Spec. No. 286644																								
	NON-FEDERAL - Target Market CM NA																								
	NON-FEDERAL - CM Prime or Joint Venture NA																								
	NON-FEDERAL - CM Subs NA																								

**Notes:**

- 1 "Prime" refers to single Prime or any Joint Venture Partner.
- 2 "JV Entity" refers to the Joint Venture and not the JV Partners as individual firms.
- 3 "Subs" refers to subconsultants or subcontractors to the Prime.
- 4 In no case shall any designer (Prime or Sub) be involved with any CM or CMAR assignments on a project where they have performed design or design review activities.
- 5 Those entities enumerated in the prologue to this chart are not shown as they do have specific conflicts with most or all of these contracts.
- 6 "NA" means Not Advertised.

- Definite Conflict of Interest; firm will not be allowed to participate not allowed to participate unless they remove themselves from conflicted contract.
- Potential Conflict of Interest; firm must submit a mitigation plan, or remove themselves from conflicted contract.
- No apparent Conflict of Interest, but combinations of positions could cause a conflict.
- Existing Contract (Contract Awarded)
- Future Contract (Contract Pending Award)

**ATTACHMENT B**  
**REVISED SUBMITTAL CHECKLIST**

## REVISED SUBMITTAL CHECKLIST

*This checklist is provided for ease of review of the Respondent's submittal content; however, it is the responsibility of the Respondent to ensure that all the required material requested in this RFQ is addressed and included in the Respondent's submittal.*

### Volume I - Required Content

- Cover Letter
- Executive Summary and Associated Information
  - Respondent's Legal Entity Contracting Information
  - Joint Venture Agreement including Schedule B and Disclosures as appropriate
  - LLC operating Agreement including Schedule B and Disclosures as appropriate
  - Licensing information
- Company Profile
- Project Understanding and Approach (plus team organization chart)
- Professional Qualifications and Specialized Experience (plus Project Reference Forms)
- Expertise and Experience of Key Staff/Resumes (plus individual role, responsibility organizational chart)
- MBE/WBE Participation Narrative

### Volume II - Required Content

- Conflicts of Interests
- Respondent's Corporate History
- Legal Actions Form
- Required Information Financial Statements
- Economic Disclosure Statement and Affidavit
- MBE/WBE Documentation – SUMMARY
  - Schedule B and JV Agreement, if appropriate
- Evidence of Insurability



**ATTACHMENT C**

**PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**

## **PROFESSIONAL SERVICES INSURANCE REQUIREMENTS**

### **Chicago Department of Aviation O'Hare 21 Terminal Area Plan (TAP) Lead Architectural & Engineering Design Services**

#### **A. Insurance Required**

Design Consultant must provide and maintain at Design Consultant's own expense, during the term of the Agreement and during the time period following expiration if Design Consultant is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

1) **Workers Compensation and Employers Liability** (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services, or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage must include, but not be limited to, the following: other state endorsement, voluntary compensation and alternate employer, when applicable.

Design Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) **Commercial General Liability** (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not limited to, the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City must be provided additional insured status with respect to liability arising out of Design Consultant's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Design Consultant's acts or omissions, whether such liability is attributable to the Design Consultant or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Design Consultant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Design Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) **Automobile Liability** (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Design Consultant with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insured on a primary, non-contributory basis.

Design Consultant may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 4) Excess/Umbrella  
Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Design Consultant may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

- 5) Professional Liability (Primary and Umbrella)  
If the City does not procure or maintain a Project Professional Liability policy as set forth in Section C herein, then Design Consultant must maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$15,000,000 each claim. Coverage must include, but not be limited to, the following: professional services as set forth in the scope of services in the underlying Agreement, and any other services, such as but not limited to technology services, provided by or on behalf of the Design Professional in connection with the performance of the underlying Agreement and pollution liability if environmental site assessments are conducted. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of three (3) years.

## **B. Additional Requirements**

Evidence of Insurance. Design Consultant must furnish the City, Chicago Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Design Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Design Consultant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Design Consultant must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Design Consultant for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Design Consultant to comply with required coverage and terms and conditions outlined herein will not limit Design Consultant's liability or responsibility nor does it relieve Design Consultant of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Design Consultant must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Design Consultant.

Waiver of Subrogation. Design Consultant hereby waives its rights and its insurer(s)' rights of and agrees to

require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Design Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Design Consultant's insurer(s).

Design Consultants Insurance Primary. All insurance required of Design Consultant under this Agreement shall be endorsed to state that Design Consultant's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Design Consultant's Liabilities. The coverages and limits furnished by Design Consultant in no way limit the Design Consultant's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Design Consultant under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Design Consultant maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Design Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Design Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Design Consultant. If Design Consultant desires additional coverages, the Design Consultant will be responsible for the acquisition and cost.

Insurance required of subcontractors or subconsultants. Design Consultant shall name the subcontractor(s) or subconsultant(s) as a named insured(s) under Design Consultant's insurance or Design Consultant will require each subcontractor and each subconsultant to provide and maintain insurance coverage outlined in Section A, Insurance Required. The limits of coverage will be determined by Design Consultant but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside. Design Consultant will require each subcontractor or each subconsultant to provide and maintain Professional Liability Insurance with limits of not less than \$5,000,000 for design, architectural, or engineering services and limits of coverage for all other professional services will be determined by Design Consultant. Design Consultant is responsible for ensuring that each subcontractor or each subconsultant has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Design Consultant is responsible for ensuring that each subcontractor or each subconsultant has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Design Consultant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Design Consultant's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

### **C. Project Professional Liability**

The City may procure a Project Professional Liability policy covering errors, omissions, or other acts that causes liability in the performance or non-performance of professional services performed by Design Consultant, its

subcontractors and subconsultants, and other architects, engineers, construction managers, program managers, and other professionals, at the City's discretion related to services provided. Policy limits, deductibles, terms and conditions of insurance policy will be established by the City. If coverage is not extended or if the policy is terminated or not renewed, Design Consultant, its subcontractors and subconsultants, must maintain and provide evidence of Professional Liability Insurance as required under Section A.5 and Section B. Insurance Required of subcontractors and subconsultants.

In the event a Project Professional Liability is purchased, the City, as trustee, will establish a deductible fund, to satisfy all deductible obligations of Design Consultant, its subcontractors and subconsultants and other architects, engineers, construction managers, program managers, and other professionals covered under the policy. The City will withhold (3/4%) of one percent, or other amount as deemed appropriate by the City, of each payout to each firm or entity insured under the policy. Once deductible obligations have been satisfied under the policy, the City will refund the remaining proceeds proportionately to each firm or entity in relationship to the amount in which each firm or entity contributed.