

Request for Qualifications for
Design-Build Services for the
Dallas Zoo African Savanna Exhibit
September 5, 2008

Questions and Answers

Following are questions that have been asked from the RFQ webpage registration form and the responses.

Q: *"No Fees for services, cost information, or price related factors should be included in the Qualifications submittals and the price will be considered in the Phase One selection evaluations."
Should it say Phase II not Phase I? That is how your schedule below identifies it.*

A: Price will not be considered in the Phase One selection process. Section VII. Phase One selection Process and Evaluation Criteria. In the second paragraph, the first sentence should read: "No fees for services, cost information, or price related factors should be included in the Qualifications submittals and the price will **not** be considered in the Phase One selection evaluations.

Q: *Is the form Part "C" MWBE form stating that we will meet or exceed MWBE goals the only form in Section "C" that is need for qualification package submission?*

A: The Good Faith Effort Affidavit is the only form required to be submitted from Appendix C "Good Faith Effort Plan and Good Faith Effort Affidavit" documents during the Phase One selection process. We do ask that proposers identify the M/WBE components of their team on the organizational chart requested under Tab 5 of the submittal.

Q: *The RFQ requests we submit the "Environmental Record Affidavit" but the "Environmental Policy" page 2 - Instructions refers to an attached document that we review, sign and submit named the "Environmental Acknowledgement Form". However we do not see an attached form. Is the "Record Affidavit" and the "Acknowledgement Form" the same document?*

A: The Environmental Record Affidavit, provided under Appendix G, is the correct form that should be submitted.

Q: *A provision states that the D\B must be licensed to practice Engineering and Architecture and General Contracting. If we are the Prime of the D\B team and are not licensed in Engineering or Architecture can we satisfy this provision through our engagement of firms as subconsultants?*

A: The architect/engineer has to be part of the joint venture or prime firm. That is the definition of design/build in the Local Government Code.

Q: *Because the designer's professional liability insurance is tied to professional negligence and will only respond in the event of deviations from the standard of care for professional services. No standard care for professional services is included in the agreement. Will such a statement be included?*

A: The standard of care is prescribed by the common law of Texas, and is generally a "reasonable prudent professional in Dallas County" standard. Articles 3(E), (F), (G), and (I) of the contract describe the overall expectations of the Owner in regard to the quality of design services, but those provisions do not prescribe a higher standard of care than that already found in Texas case law.

Q: *Liquidated damages are tied to "substantial completion" in some parts of the document and "final completion" in other parts?*

A: Liquidated damages are tied to "substantial completion."

Q: *Also, LD's may be assessed under subparts of the agreement if the D\B's actions or inactions "contributed to" the delay. This could cause the D\B's responsible for delays even if it was not the primary cause of the delays. Will this be further clarified?*

A: There will be no further clarification at this time.

Q: *In some areas of the Agreement it reflects the Architect's services being rendered under a direct contract to the Owner, with the Architect serving in a traditional oversight role over the contractor on behalf of the Owner. Will the City be issuing new language on this point since it is in direct conflict with the Design\Build delivery method?*

A: The City has the right to hire a third party consultant to oversee the work of the design-build firm on their behalf. It is also possible that the work of the design-build firm will be overseen by a Program Management firm.

Q: *The GMP provision contains no contingency provision and all savings revert entirely to the Owner and there is no provision for a D\B's contingency. During the pre-submittal meeting it was noted that the \$40M amount included contingencies? Will there be a D\B's contingency?*

A: The design-build firm can include a contingency within the GMP.

Q: *In Article 21, this provision should include a reference for indemnity relating to Design Services, which should be limited to "negligent acts, errors or omissions in the performance of professional services" Can this language be added?*

A: There will be no changes in the indemnity wording. As described above, the "negligence" referred to in Article 21 is the applicable standard of care constituting negligence under Texas common law. There is no reason to particularize professional negligence in this context.

Q: *In the General Conditions portion, there is only reference to a Contractor throughout the document and multiple comments about a traditional design bid build delivery method and not Design Build. Will this document be changed to reflect the Design Build delivery method?*

A: Article 1(B) of the contract defines the General Conditions for Building Construction as including "any special provisions added thereto with the consent of Owner." The General Conditions will need to be modified by special provision to reflect the particular nature of this project, subject to Owner's concurrence as to the precise language to be used.

Q: *There is a provision that implies the D\B pays for all testing. During the pre-submittal meeting it was noted that all testing was to be retained and paid by Owner. Please clarify?*

A: The usual Owner related materials and geotechnical testing will be contracted directly by the Owner. However, there may be testing that the design-build firm must undertake in accordance with their means and methods of completing the work. This testing would be included in the cost of the work in the GMP.

Q: *There is a comment that Owner can make changes to Insurance limits and policy after the project has started. Will there be a cost adjustment for these additional items?*

A: Insurance requirements and limits will not change unless there is a change in the scope of services. The Insurance Requirements (Appendix B) outlined what insurance will be required unless the scope changes. However, the limit for Builders Risk insurance is based on the guaranteed maximum price. If the GMP changes over the course of the contract, then the Builders Risk Insurance limit will need to be increased accordingly.