OFFICIAL DATE OF ADDENDUM: January 15, 2010

ADDENDUM NO. 3 - issued by the
TEXAS DEPARTMENT OF TRANSPORTATION

REQUEST FOR PROPOSAL (RFP)
PROPERTY EXCHANGE
FORT WORTH AND DALLAS DISTRICT – VARIOUS LOCATIONS;
18.37 AC. IN ARLINGTON AND 9.772 AC. IN FORT WORTH
FOR NEW REPLACEMENT FACILITIES IN
FORT WORTH, TARRANT COUNTY;
SAGINAW, TARRANT COUNTY;
MINERAL WELLS, PALO PINTO COUNTY;
GLEN ROSE, SOMERVELL COUNTY AND
GARLAND, DALLAS COUNTY
PROJECT NO. CBC4704-00-837
PRE-SUBMITTAL CONFERENCE: SEPTEMBER 21, 2009 – 1:30 PM
RFQ SUBMITTAL DEADLINE: FEBRUARY 25, 2010 – 2:30 PM

Project by Texas Department of Transportation
Facilities Management – MNT Division
CONTACT INFORMATION: TOMMY JOHNS, R.A., Project Manager
TxDOT DALLAS DISTRICT HEADQUARTERS
4777 EAST US HIGHWAY 80, MESQUITE, TX 75150
214-320-6635, FAX 214-320-6117
tjohns@dot.state.tx.us

RFQ DUE: 2:30 P.M., local time, February 25, 2010
2501 SW LOOP 820 @ McCART AVENUE, FORT WORTH, TEXAS 76133
ATTN: TOMMY JOHNS, R.A., Project Manager

NOTE: THIS ADDENDUM SHALL BECOME AN OFFICIAL PART OF THE RFP.

NOTICE TO PROPOSERS:

This Addendum shall be considered as part of the RFP for the above mentioned project as though it had been issued at the same time and incorporated therewith. Where provisions of the following supplementary data differ from those of the original RFP, this Addendum shall govern and take precedence. Work not specifically deleted, modified, changed or altered by this Addendum shall remain in effect as a part of the RFP.

All who are submitting proposals are hereby notified that they shall make any necessary adjustment(s) in their estimates based on this Addendum. It will be construed that each proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

Total pages to this Addendum, including this cover sheet and attachments: 6
Addendum #3
Request for Proposal
Property Exchange – Fort Worth and Dallas Districts – Various Locations

Item #1 – Refer to RFP, page 3 of 547 electronic. Delete the first sentence after INTRODUCTION. Substitute the following: “The Texas Department of Transportation (TxDOT), an agency of the State of Texas, is issuing this two phase Request for Qualifications/Request for Proposals to select a qualified PRIVATE ENTITY to perform the following work.”

Refer to RFP, page 9 of 547 electronic. 4. Preliminary Project Cost Estimate. Add the following: “This allowance is non-site specific, is in addition to other allowances included in this document, and applies to the entire PROJECT. Do not include any part of this allowance on the site specific preliminary cost estimate form.

Item #2 – Refer to DEA, Article I – General Definitions, page 44 of 547 electronic. Add the following definition: **Notice to Proceed** means the written authorization to commence performance of the DEA Work by the Developer issued by a TxDOT Authorized Signatory. The Notice to Proceed shall include the Date of Commencement.”

Refer to DEA, page 44 of 547 electronic. 1.8 Closeout. Delete entirely. Substitute the following: “**Closeout** means the process of completing all details of construction. The Closeout period is the time from the Date of Substantial Completion until delivery of the Special Warranty Deed to the properties to be exchanged.”

Refer to DEA, page 44 of 547 electronic. 1.9 Close-out Documents. Delete entirely. Substitute the following: “**Close-out Documents** means the Record Drawings, standard product brochures, product/equipment maintenance and operations instructions, manuals, test reports, warranties, etc., and as may be further defined or identified and required by the Contract Documents.”

Refer to DEA, Article I – General Definitions, 1.28 – Final Payment, page 46 of 547 electronic. After “Deed” add: “to the properties to be exchanged.”

Refer to DEA, Article I – General Definitions, 1.55, page 49 of 547 electronic. Delete entirely the definition of Work. Substitute the following definition of Work: **Work** means all services, including but not limited to Architect/Engineer services, surveying, environmental, materials testing, and project administration for, and the complete construction of the Project together with procurement services, and includes labor necessary to produce such construction, and materials and equipment incorporated or to be incorporated in such construction. The parties expressly agree that the Work shall not include Non-Developer Work (hereinafter defined). However, TxDOT may require the Developer to facilitate staging of the Non-
Developer Work and will coordinate certain Non-Developer Work without a Change Order as provided in Section 8.2, hereof. In the event Non-Developer Work causes a change as to time or scope of Work for the Developer, a Change Order may be issued in accordance with the provisions of Article XXI."

Refer to DEA, Article I – General Definitions, 1.37 – Project, page 47 of 547 electronic. Delete entirely. Substitute the following: “Project means the design and construction of all required improvements on the existing TxDOT properties, consisting of buildings with interior improvements, site work, including landscaping, sidewalks, driveways, parking areas, and demolition, environmental remediation, and site utility work, all in accordance with the Construction Documents”

Item #3 – Refer to DEA, 4.3 Interrelation of Documents, page 56 of 547 electronic. Delete: “Design Development Drawings and"

Refer to DEA, 4.4, Resolution of Conflicts in the Documents, page 56 of 547 electronic. 4.4.1, Delete entirely. Substitute the following: “Should the drawings disagree one with another, or with the specifications, the better quality or greater quantity of work or materials shall be performed or furnished. Figures given on drawings govern small scale drawings.” 4.4.2, Delete entirely. 4.4.3, Delete entirely.”

Item #4 – Refer to DEA, 5.1 Performance and Payment Bonds, page 57 of 547 electronic. Add the following after the word ….insurance. “No work is allowed prior to issuance of the Notice to Proceed. Any such work is at Developer’s own risk.”

Item #5 – Refer to DEA, page 66 of 547 electronic, 8.2 Non-Developer Work. Delete the following starting in the first sentence: “, including but not limited to environmental remediation, installations, furniture, fixtures and equipment”

Refer to DEA, page 76 of 547 electronic, 8.6.8 – As Built Plans. Delete entirely. Substitute the following: “8.6.8 As Built Plans and Specifications. The Developer shall furnish TxDOT a complete set of reproducible "As Built" plans and Specifications in hard copy and in electronic format. The complete set of "As Builts" shall be submitted with other close-out documents. The "As Builts" must be prepared by the architect or engineer of record, registered in Texas, whose signature and seal shall be prominently displayed on the title sheets. "As Builts" must be kept current on a monthly basis during the progress of the Work. If the "As Builts" are not kept current or a complete set of "As Builts" are not submitted in a timely manner, the Developer will be subject to liability for further damages and Substantial Completion will be delayed.”

Refer to DEA, page 75 of 547 electronic, 8.6.6 Requirements for Substantial Completion. Delete the words: “and is ready for Commissioning”
Refer to DEA, page 77 of 547 electronic. 8.7 Allowances. In the 2\textsuperscript{nd} to last sentence delete “…and TxDOT shall pay the developer any such increase in the Contract Sum within thirty (30) days after receipt of an itemized invoice from Developer. “Substitute the following: …” and the cost will be covered by the $500,000.00 general allowance for unforeseen issues required by the RFP. Should this allowance be exhausted during the course of the project, any additional cost will be covered by negotiating a reduction of work of equal value in another area of the project. The negotiation shall be documented by a change order for accounting purposes. “

Item #6 – Refer to DEA, page 87 of 547 electronic. 14.1 Contract Sum. In the 2\textsuperscript{nd} to last sentence delete the words: “of the completion of the Commissioning.” Substitute the following: “of final completion.”

Item #7 – Refer to DEA, page 89 of 547 electronic, 15.1 Substantial Completion Inspection. 2\textsuperscript{nd} sentence, delete the word “determines”. Substitute the following: “and TxDOT determine”.

Refer to DEA, page 90 of 547 electronic, 15.3 Final Punch List. Delete the last sentence and replace with the following: "The TPM and the Developer shall inspect the work within ten (10) calendar days."

Refer to DEA, page 90 of 547 electronic, 15.4 Final Acceptance Certificate. Delete the last sentence and replace with the following: "TxDOT issuance of the final acceptance certificate shall be a condition precedent to the Developer's right to receive title to Existing TxDOT Property subject to Section 14.1."

Item #8 – Refer to DEA, page 92 of 547 electronic, 17.1 Request for final payment. In the 1\textsuperscript{st} sentence, delete the following: “certified by the Architect/Engineer”

Item #9 – Refer to DEA, page 97 of 547 electronic. 21.4 No Cost Changes. Delete: “Notwithstanding………………………………………………In addition,” Also, delete the last sentence in the paragraph.

Refer to DEA, page 98 of 547 electronic. 21.5.1b. Add the following paragraph: "In lieu of providing information for all employer payments to or on behalf of workers, excluding actual gross wages, the Developer proposal may use a percentage factor, acceptable to TxDOT, which shall constitute full compensation for all employer payments other than actual gross wages. The Developer shall provide complete supporting information for calculation of the percentage factor(s) when so requested by TxDOT."

Refer to DEA, page 98 of 547 electronic. 21.5.1b. Delete: “; insurance” After “power-drive equipment” add: “….and insurance. Cost shall also include necessary design and professional consulting fees and further revisions of previously finalized shop drawings and/or fabrication drawings unless stated otherwise in the Contract Documents.”
Refer to DEA, page 99 of 547 electronic. 21.5.1g. Delete entirely. Substitute the following: 21.5.2 By acceptance of unit prices named in the DEA or subsequently agreed upon.

Refer to DEA, page 98 of 547 electronic. 21.5.1d. Delete entirely. Substitute the following: "For subcontracted work the Subcontractor will be allowed to add to the total costs, as defined in 21.5.1.b, for overhead and profit or markups an amount not to exceed the following percentages. Ten percent (10%) on the first $10,000, Seven and one-half percent (7 1/2%) for the next $10,000 and five percent (5%) on the balance over $20,000. For small change orders, the allowance for overhead and profit or markups will be a minimum of $50.00. On a Change Order, the Owner will not pay overhead and profit or markups to more than three tiers."

Refer to DEA, page 99 of 547 electronic. 21.5.1e. Delete entirely. Substitute the following: "To the total cost of subcontracted work the Developer will be allowed to add the cost of any additional required Builders Risk Insurance and Bond."

Refer to DEA, page 99 of 547 electronic. 21.5.1g. Delete entirely. Substitute the following: 21.5.2 By acceptance of unit prices named in the DEA or subsequently agreed upon.

Item #10 – Refer to DEA, page 100 of 547 electronic. 23.2 Project Schedule. Delete entirely. Substitute the following: The Project Schedule, provided by the Developer with input from TxDOT, attached hereto as Exhibit K, shows the dates for starting and completing the various component activities making up the Work, and the logical relationships between them. The Schedule shall be, at a minimum, a Gantt chart which shall be in a format and in sufficient detail to permit the Work to be competently managed and its progress monitored. This construction schedule shall incorporate a schedule for Non-Developer Work, if and to the extent the TPM provides to Developer appropriate information with regard to the scope and schedule for such Non-Developer Work. The Developer shall also submit to the TPM for informational purposes a separate schedule, correlated with the Project Schedule that shows the dates the Developer intends to make all required submittals.

Refer to DEA, page 100 of 547 electronic. 23.2.1 Schedule Updates. Delete entirely. Substitute the following: The Project Schedule mentioned above and attached hereto as Exhibit K shows the dates for starting and completing the various component activities making up the Work, and the logical relationships between them. The Project Schedule shall be updated not less than once a month to reflect progress to date, and current plans for completing the Work. The updated Project Schedule shall be submitted to TxDOT for review. The Developer shall show the anticipated date of completion reflecting all extensions of time granted as of the date of the update. The Project Schedule shall constitute the Developer's representation
to TxDOT, that the Developer will follow the schedule as submitted and that all progress to date shown on the schedule is accurately depicted. Upon notice to TxDOT, the Developer may revise the Project Schedule at any time when, in the Developer’s judgment, it becomes necessary for the management of the Work, provided there is no increase in Contract Time or Contract Sum.

**Item #11** – Refer to DEA, page 104 of 547, 25.1.2. Delete the following fourth sentence:

If the DEA is terminated for cause, TxDOT reserves the right, to any or all contracts between the Developer and the Architect/Engineer and between the Developer and its Subcontractors, vendors and suppliers. Substitute the following: “If the DEA is terminated for cause, TxDOT reserves the right, to assume any or all contracts between the Developer and the Architect/Engineer and between the Developer and its Subcontractors, vendors and suppliers.”