

Addendum 2:

Responses to Construction Manager at Risk Proposer Questions

Number	Question	Answer
16	For the benefit of all proposers does the named wind storm limit and flood limit have to be at 100% of the replacement costs or can the Builders Risk policy have sub limits in place supported by modeling results (Probable Maximum Loss “PML”) typically used in the insurance market (such as RMS and/or AIR)?	To be addressed during GMP negotiations.
17	For the benefit of all proposers please confirm that the owner will be responsible for deductibles in builders risk policy?	Deductibles are addressed on Page 28 of 31.
18	For the benefit of all proposers please confirm that the builder’s risk policy will need to include terrorism coverage.	To be addressed during GMP negotiations.
19	Can you please advise if we were to perform survey and subsurface utility engineering on this CMR contract, can we still pursue the future CEI contract as a prime consultant or would that preclude us? Your assistance is appreciated.	This would preclude you.
20	Would submitting Exhibit 5, Statement of DBE Assurance, provided on page 142 of the Solicitation (PDF) comply with the Tab 8 (Disadvantaged Business Enterprise) requirement for the submittal?	Yes
21	For the benefit of all proposers please confirm how the 15% DBE goal is expected to be achieved? Will this apply to the construction phase only?	The 15% applies to the full contract value, however it can all be achieved in the construction phase if desired.
22	<p>We have the following question in regard to the DBE requirement on the CMR RFP.</p> <p>-----I looked up the CFR Part 26 and still cannot determine what reciprocity they would accept. Do we need to apply for FDOT specifically? I requested access to that application through the online portal but haven’t received that “role” yet.</p> <p>My main question is, my firm currently has the following active certifications:</p> <ul style="list-style-type: none"> <li>- GOAA (greater Orlando Airport Authority) DBE – This accepted to meet <b>49 CFR Part 26</b> at projects in Orlando.</li> <li>- WBENC</li> </ul>	<p>A 15% Disadvantaged Business Enterprise (DBE) goal was established for Terminal 5’s construction services. Firms certified as DBEs by certifying members of the Florida Unified Certification Program (UCP) are eligible to perform work, under the federal DBE Program, throughout the state of Florida. A firm’s DBE certification status within the state of Florida can be verified by checking to see if they are listed in the Florida UCP DBE Directory</p> <p>- <a href="https://fdotxwp02.dot.state.fl.u">https://fdotxwp02.dot.state.fl.u</a></p>

Number	Question	Answer
	<ul style="list-style-type: none"> <li>- WBENC-WOSB</li> <li>- Federal WOSB</li> </ul> <p>Can you confirm if any of these would be automatically accepted for reciprocity for the T5 DBE requirements for FLL/BCAD and FDOT, or would they already be accepted as is for the bid automatically?</p>	<a href="https://EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx?fdotxwp02.dot.state.fl.us">s/EqualOpportunityOfficeBusinessDirectory/CustomSearch.aspx [fdotxwp02.dot.state.fl.us]</a> .
23	<p>In the solicitation is stated on page 8 of the pdf “<i>financial statements or other materials must be asserted at the time of submittal and submitted in a separate bound document labeled "Name of Proposer, Attachment to Proposal Package, RFP name - Confidential Matter"</i>. Does this mean a hard copy must be delivered? If so, what is the address? Or is it solely referencing it to be a separate PDF attached with your final submission? Therefore we would be providing two PDFs in the final email to you.</p>	<p>Two .pdf files is what is desired. These can be submitted via two separate emails with the financial one labeled “Confidential”.</p>
24	<p>Would we be able to get the details of the presentation soon, in order to allow for intentional preparation? (i.e. agenda/scoring criteria, location, time allotted for the presentation/Q&amp;A, media, etc)</p>	<p>The presentation date has now been moved to August 11, 2022. Presentations will be virtual. Scoring criteria is already established in the RFP. Times allotted will be announced in the short list meeting.</p>
25	<p>Cherokee Enterprises, Inc. (CEI) is planning to team up and/or submit a proposal as part of a team for this RFP for the scope of work related to Environmental and Hydrant Fuel Systems. As a local DBE firm, and with significant experience working at FLL, CEI is concerned about the statement in the RFP that precludes anyone involved in the development of the RFP. Please note that CEI was NOT involved in the development of this RFP, solicitation or evaluation of the proposal as well as other activities pertinent to the RFP. The only work CEI performed was the digging of some test pits in the proposed work area looking for debris and/or muck as part of the library of services contract with BCAD back in 2018. The report summarizing this work was included with the RFP; therefore, CEI doesn’t have any more knowledge than any other potential bidder who has access to the data included in the RFP. We are respectfully requesting confirmation that this will not be an issue for CEI and other team members. We will clear this with BCAD as well, if needed.</p>	<p>CEI is not precluded from participating on a team.</p>

Number	Question	Answer
26	Please confirm the Owner's LEED consultant is responsible for the overall submission for LEED certification and CM is supporting this effort?	Confirmed. JetBlue's consultant will submit the LEED certification.
27	Can you provide information of the presentation, including format and length?	This information will be provided during the shortlist meeting.
28	Will the presentation be virtual?	Yes.
29	TAB 11: Objections it says please identify any objections, issues and/or concerns regarding JetBlue's CMR Agreement (Attachment C1 and C2), but where is Attachment C1 and C2?	This should only reference Attachment C.
30	Please provide a list of all planholders.	Provided with this submittal.
31	Please advise if there will be a Prebid meeting.	No pre-bid meeting
32	Please advise if there will be a site visit.	There will not be a site visit. Much of the site is Landside. Groups may go visit these areas as desired.
33	For the benefit of all proposers does the named wind storm limit and flood limit have to be at 100% of the replacement costs or can the builders risk policy have sub limits in place supported by modeling results (Probable Maximum Loss "PML") typically used in the insurance market (such as RMS and/or AIR)?	To be addressed during GMP negotiations.
34	For the benefit of all proposers please confirm that the builder's risk policy will need to include terrorism coverage.	To be addressed during GMP negotiations.
35	For the benefit of all proposers please confirm how the 15% DBE goal is expected to be achieved? Will this apply to the construction phase only?	Same as Question 21.
36	Exhibit 7, Section 2.11, states that the County may terminate the Agreement between Contractor and JetBlue, for cause or without cause, without any notice or cure period. Is the County's right to terminate intended to apply only after an assignment of the Agreement to the County under Section 26.13?	Possibly. While unlikely, there is always the possibility of the Project being canceled by the County, therefore, they must maintain this right.
37	Are the insurance requirements in Section 3, Tab 11 of the Request for Proposals the same as those to be inserted in Exhibit 8?	This is the intent.
38	Tab 11, Page 29 requires General Liability limits of \$100M per occurrence and \$25M aggregate. Please confirm this should this read as \$10M per occurrence and \$25M aggregate?	It actually should read \$100M per occurrence with no aggregate.
39	Tab 11, Page 29 requires General Liability and Pollution Liability to have annual aggregate limits a. Is it acceptable for CCIP and project-specific options to have project aggregate limits instead of annually reinstating aggregate limits?	To be addressed at negotiations.

Number	Question	Answer
40	Page 29 provides that if a CIP is used “the successful Proposer will, in addition to the coverages provided by the CIP, be required to procure insurance coverage independently of the CIP to cover services and activities of” Off-Site Workers. Clarify that the successful bidder is required to cause the Off-Site Workers to maintain the coverages, not to procure coverage on behalf of the Off-Site Workers.	To be addressed at negotiations.
41	Page 29 requires that “CMR will be responsible to see that each Subcontractor, vendor, consultant or Off-Site Worker providing services to the Project enrolls in the CCIP and complies with its requirements, including completion of the appropriate enrollment form”; clarify that Off-Site Workers will not be required to enroll in the CCIP.	To be addressed at negotiations.
42	Section 14.6.1 of the Construction Manager at Risk Agreement requires that CGL insurance is permitted to exclude “Architects and engineers professional liability, unless coverage for professional liability is specifically required by this Contract”; clarify that the professional liability coverage can be provided under a separate professional liability policy and not the CGL.	To be addressed at negotiations.
43	For the benefit of all bidders, the success of the project, and to prepare best a more responsible response would you kindly consider an extension of two weeks for a new deadline on August 2nd?	No extension of submittals will be given.
44	The RFP contains a master schedule for the Terminal 5 program. For the benefit of all proposers, please provide the Primavera P6 XER file for this schedule.	No .xer file will be provided at this time.