

Question #1:

Reference page 31 of the contract, Article 19, 19.3.2:

It says “Owner’s Protective Liability in the amounts as set forth in the Request for Proposal are to be provided”. We did not find anything in the RFP otherwise, and on Page 19 of 152 in Exhibit E, Fee Proposal, while there are lines for performance and payment bond; all risk builders risk insurance; and general commercial liability insurance, we do not find any line for OCP (including specifying the limits of the OCP).

In the Uniform General Conditions in Article 6 beginning on Page 94 of 152 with the insurance requirements, we do not find any reference to OCP....just naming Comal County as additional insured.

Our experience indicates an OCP policy would be expensive on a \$62MM project such as this. Please advise if an OCP policy is required, and if so, please specify the limits of the OCP.

RESPONSE:

The County did not specify an amount for Owner’s Protective Liability. Therefore, it should not be included in the RFP response. Insurance requirements as specified in the RFP document and Uniform General Conditions should be included with your response.

Question #2:

Reference page 31 of the contract, Article 19, 19.1:

A security bond in the amount of \$1,000,000 (One Million Dollars) shall be provided upon execution of the agreement. We do not find a line item for the cost of the bond within the General Conditions line item in the Exhibit E, Fee Proposal. Furthermore, we cannot find where we required to carry the cost of the surety bond in the Construction Overhead & Profit line item. Please advise.

RESPONSE:

Refer to Addendum No. 2.

Question #3:

Please confirm a bid bond with the following wording for the Bond Amount is acceptable:

“BOND AMOUNT: \$5% (five percent) of bid amount”

RESPONSE:

Please refer to 2016-375 RFQ/RFP Construction Manager-at-Risk for Comal County Jail Construction and Comal County Sheriff’s Office Building Renovation. Bonds submitted in accordance with the RFP/RFQ instructions will be accepted.

Question #4:

Reference page 17 of 25, exhibit E, line item 17:

In order to calculate the building permit fees per the City of New Braunfels for the General Conditions cost, please advise on the following.

1) Group of construction; and 2) The Type of Construction – Both from 2012 International Building Code.

RESPONSE:

Construction Manager-at-Risk respondents are required to identify the proper building codes and building permit fees by contacting the appropriate regulatory agencies.

Question #5:

Reference the Uniform Conditions, Article XXIII – Modification of the Contract Time, 23.1.3 Excusable Compensable Delay, and 23.1.3.1 No Damages for Delay.

The way UGC section 23.1.3.1 regarding no damages for delay is written, makes it inconsistent with section 23.1.3, which allows for compensation for certain excusable delays.

RESPONSE:

Refer to Addendum No. 2.

Question #6:

Reference pg. 28, Article 16, 16.3 of the contract – Construction Phase Fee.

16.3 indicates the following items are to be included as part of the Construction Phase Fee (overhead & profit). These items are also shown on pages 17 and 18 of 25, Fee Proposal, to be included in the General Conditions:

- 16.3 jobsite computers and business equipment vs.
GC line 23 – Computers
- 16.3 telephone systems, including cellular/digital phones vs.
GC line 26 – Cell phone/fax/internet
- 16.3 cost for relocation, travel, per diem, and subsistence vs.
GC line 33 – travel cost (i.e. room & per diem)
- 16.3 cost for the purchase, lease, rental of or allowance for vehicles & maintenance vs.
GC line 34 – Vehicle costs (i.e. lease, fuel, maintenance and repair)

Is it your intention to include the cost for these items as requested by the line items under the General Conditions heading of the Fee proposal and NOT include them in line item 2 – Construction overhead and profit?

RESPONSE:

Refer to Addendum No. 2.