

ADDENDUM

Document 00910

ADDENDUM NO. 4

Date of Addendum: August 22, 2025

PROJECT NAME: Municipal Court Department - Replacement Facility

PROJECT NO: WBS No. D-160010-0001-4

PROPOSAL DATE: September 11, 2025 (This is a change)

FROM: City of Houston, General Services Department
900 Bagby, 2nd Floor, City Hall Annex
Houston, Texas 77002
Attn: Greg Kieschnick, Project Manager

TO: Prospective Proposers

This Addendum forms a part of the Proposal Documents and will be incorporated into the Contract, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs.

CHANGE IN PROPOSAL DATE

The Proposal Date for this Project is changed from Thursday, August 28, 2025, to Thursday, September 11, 2025. Time of day and place for submittal of Proposal remains the same.

CHANGES IN PROPOSAL

The deadline of all questions for this Project is changed from Monday, August 18, 2025, to Tuesday, September 2, 2025. Time of day for questions to be submitted remains the same.

The issuance of Addendum for this Project is changed from Friday, August 22, 2025, to Friday, September 5, 2025. Time of day for issuance of Addendum remains the same.

CLARIFICATIONS

Question 1: Reference Addendum #2; Question 10 – Please confirm that Exhibit G are the only Federal Provisions/Contracting Requirements for this project.

Answer: Refer to Exhibit G: Federal Provisions for any FEMA contracting requirements.

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Question 2: Please clarify the statement from the pre-bid that the project should not include any contingency and how items that would otherwise be funded through the project contingency shall be funded.

Answer: There will be no line items for Contractor's Contingency in the Schedule of Values when GMPs are submitted for approval. See Section 5.6.6.2 of the Contract for additional details. It will be the contractor's responsibility to determine how much contingency/risk they want to carry in their fee. There will be an Owner's Contingency for use by the City of Houston for changes initiated by the City of Houston.

Question 3: The RFP Addendum #1 states there are 550 Parking Garage Spaces. It has been mentioned on several occasions that the new building will have various levels of parking in a "podium" style configuration. In today's walkthrough it was mentioned that there would be a parking garage constructed immediately following the abatement and demolition of the existing municipal courts building. Please clarify the parking garage/parking scope of the project for alignment. Based on, today's walkthrough we are assuming there will be parking for the new building and a new parking garage in the same location as the existing building. Does the new Parking Garage consist of the 550 Spaces noted in the RFP?

Answer: For the totality of the project, the total amount of parking spaces in the parking garages will be approximately 550 spaces, which may include parking spaces in a podium-style building.

Question 4: Could you please clarify what is expected to be included in the contractor contingencies? For example, would this cover items shown in the drawings and specifications but not captured during buyouts. But not items such as testing, A/E services, soil reports, commissioning, etc.?

Answer: There will be no line items for Contractor's Contingency in the Schedule of Values when GMPs are submitted for approval. See Section 5.6.6.2 of the Contract for additional details. It will be the contractor's responsibility to determine how much contingency/risk they want to carry in their fee. There will be an Owner's Contingency for use by the City of Houston for changes initiated by the City of Houston.

Question 5: Exhibit G Section 1.2, can you provide if any FAQs or documents that we are to comply with since the City is using Federal funds for the project?

Answer: Any federal guidance related to FEMA's Public Assistance Program or Hazard Mitigation Program.

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Question 6: Staff Rates, is the City of Houston open to adjust staff rates due to escalation?

Answer: Any escalation you want to make to the rates needs to be incorporated into the contractual rate.

Question 7: Labor Rates, please confirm that the City will utilize City Wage Determination in lieu of Davis Bacon.

Answer: City Wage Rates.

Question 8: I see no contract with FEMA in Addendum #1. I see Exhibit G but no actual contract. We are all looking for a contract from between FEMA and COH because the RFP documents say you were going to attach it.

Answer: There is no grant agreement with FEMA.

Question 9: The proposal form indicates "THERE IS NO CONTRACTOR'S CONTINGENCY FOR THIS PROJECT. SUBMIT YOUR CONSTRUCTION PHASE FEE TAKING THIS INTO ACCOUNT." This is highly atypical of COH procurement. **For a level playing field among the proposing contractors, we recommend that the city explicitly require each contractor to include no less than 5% contingency within their Fee. If this method is not acceptable, we recommend the City explicitly carry a 5% construction contingency outside of the GMP for use in changes.**

Answer: There will be no line items for Contractor's Contingency in the Schedule of Values when GMPs are submitted for approval. See Section 5.6.6.2 of the Contract for additional details. It will be the contractor's responsibility to determine how much contingency/risk they want to carry in their fee. There will be an Owner's Contingency for use by the City of Houston for changes initiated by the City of Houston.

Question 10: In the sample agreement section 5.6.6.2 states "the proposed Guaranteed Maximum Price shall be based on the cost of actual bids, proposals, and subcontracts for the Work where they exist, or if they do not exist, then on the Construction Manager's best good faith estimate of what the costs for those portions of the Work will be." **Please confirm that all design and owner changes after the execution of the GMP will be priced as change orders funded by owner contingency. There will be an Owner Contingency for changes by Owner.**

Answer: There will be an Owner Contingency for changes by Owner.

Question 11: The proposal form indicates "THERE IS NO CONTRACTOR'S

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CONTINGENCY FOR THIS PROJECT. SUBMIT YOUR CONSTRUCTION PHASE FEE TAKING THIS INTO ACCOUNT." **Please confirm that the general contractor will be allowed to carry an escalation allowance and that the allowance will not be included within the Fee. I want to say you will submit various GMPs that should not require an escalation allowance, but I will come up with something better. Also see contract for what can be used for escalation.**

Answer: An escalation allowance will not be allowed in any GMP.

Clarification: I need to add a clarification to Addendum #3, Question 12. Section 7.3 of the General Conditions is superseded by Section 5.8.15 of the Contract.

END OF ADDENDUM NO. 4

DocuSigned by:

Richard Vella

DATED: 8/22/2025

Richard Vella

Assistant Director

Real Estate, Design & Construction Division

General Services Department

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