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**ADDENDUM**

Document 00910

**ADDENDUM NO. 5**

Date of Addendum: September 8, 2025

PROJECT NAME: Municipal Court Department - Replacement Facility

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

PROPOSAL DATE: September 18, 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, September 11, 2025, to Thursday, September 18, 2025. Time of day and place for submittal of Proposal remains the same.

**CHANGES IN PROPOSAL**

N/A

**CLARIFICATIONS**

Question 1: Can the City provide insight into article 2.10 of the CMAR Agreement which states: "Construction Phase Fee means the fee for Construction Manager's profit and general overhead, calculated as the lesser of \_\_\_\_\_ % of the Agreed Estimate determined prior to advertising for subcontractor bids in accordance with Section 5.6.5 or \_\_\_\_\_ % of the estimated Cost of the Work as determined before construction work begins and as set out in the GMP. In no instance will the Construction Phase Fee increase with actual costs. The Construction Phase Fee is converted to a Lump Sum for the scope of work set out in the GMP when the Guaranteed Maximum Price is executed by the Director and the

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Construction Manager." Please explain the significance the Agreed Estimate for the City and how it is being utilized.

Answer: If the construction phase fee at the 95% construction document phase is less than calculated on cost of work from bidding, the fee will be based on the 95% estimate.

Question 2: Article 2.15 of the CMAR Agreement states: "Contract Time: The number of days stated in the Contract or any GMP to complete the Work, plus days authorized by Modification. This definition replaces and supersedes the definition of "Contract Time" contained in Article 1 of the General Conditions." We are assuming that Contract Time is tied to Substantial Completion. Is this correct?

Answer: Contract time is measured from date Notice to Proceed for construction though substantial completion.

Question 3: Can the City provide an example of the Exhibit B that is planned to be utilized for this contract?

Answer: This will be a list of classifications with billable rates for each.

Question 4: How does the City anticipate to address weather days that may impact the critical path of the project?

Answer: Additional days will be granted for time beyond unusually severe weather that impacts critical path and are non-compensable.

Question 5: Please confirm that Contract Time starts once NTP for the Construction Phase is issued and that the Warranty Period begins once Substantial Completion is achieved.

Answer: Yes

Question 6: Please confirm that the CMAR will be able to rely on the information provided in reports, studies, and surveys (geotechnical, hazardous materials, etc.) produced by others that are provided to the CMAR or if the CMAR will be required to conduct their own investigations during the preconstruction period.

Answer: Refer to section 5.8.3.3 and 7.5.2 of the general conditions.

Question 7: Can the City confirm the intent of Article 5.8.12 and why this was changed from Article 3.17 of the General Conditions? When a conflict between the contract documents and manufacturer's requirements exists, it would be appropriate to request guidance from the Owner and the Architect on how

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they wish for the CMAR to resolve the conflict. Alternatively, is the City stating that when a conflict between the manufacturer's requirements exists, the more stringent between the contract documents and the manufacturer's requirements shall apply?

Answer: Yes

Question 8: In the event that the CMAR and the City do not agree on a change in Contract Price or Time as outlined in 7.3.2, will the City utilize a time and material method for final cost and time impact?

Answer: No. Disputes will be resolved based dispute resolution outlined in the contract.

Question 9: Please confirm that the City is not seeking a line item GMP.

Answer: No, it is not a line item GMP.

Question 10: Article 1.1.6 of the General Conditions states: Cash Allowance: An estimated sum of money to be used only for a limited class of expenditures such as utility relocation costs, fees for special licenses or permits, or other "pass-through" costs that would be the same for any contractor. Cash Allowances may not be used to purchase goods or services that are not specified in the Contract. The unspecified items must be purchased according to the terms of Article 7." Please confirm what is considered "pass through" cost. Additionally, please confirm if Allowances are available to be utilized in the GMP to address items that are not fully defined or present risk to the project.

Answer: No, you cannot use unspecified allowances for items that are not fully defined or present risk to the project. You can only use allowances for strait pass through items.

**END OF ADDENDUM NO. 5**

DocuSigned by:

*Richard Vella*

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Richard Vella  
Assistant Director  
Real Estate, Design & Construction Division  
General Services Department

DATED: 9/8/2025

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