

DATE: November 16, 2017
TO: Potential Bidders
FROM: Elaine Robbins – Construction Solicitation Coordinator
SUBJECT: Questions #1
RFP752-18-200541ER
CMAR – UNT Dining Hall

This document is being issued to answer questions that have been submitted as follows:

- 1) What is the physical address to where the dining hall is to be built (major interstate) and it was suggested for us to go and look at the Union to see how it is set up. Do I need to clear a walk through or can I just walk through and take some pictures?

ANSWER: The physical address has not determined at this time. It is not anticipated that a decision on site location will be made before this solicitation is awarded. Anyone can go to the Union and walk through and take photos, it is a public building.

- 2) Following up from the pre-bid, will the CMAR be responsible for furnishing and installing the food service equipment as part of the GMP or will the food service equipment be owner furnished/owner installed?

ANSWER: Not sure that this is relevant at this point as the GMP is not required or provided in order to respond and the HSP is not required with submission. The details of the scope of the project will be vetted through the design process. By the time the GMP is developed, these types of issues will have been resolved.

- 3) What architectural firm has been selected for the project?

ANSWER: UNTS does not have a signed agreement for design services yet – we hope to make the announcement soon.

- 4) Is the building program available? Is so, please provide?

ANSWER: The program is not available yet and will not be available before this solicitation is awarded.

- 5) At what stage of design is the dining hall at this time? (Concept only, SD??)

ANSWER: Design has not started yet. A design kick-off meeting is scheduled for mid-November.

- 6) Does the schedule we are asked to provide in Criterion D question 3 count towards the total page count?

ANSWER: Yes, the schedule would be counted as part of the total page count of 25 pages. The items that will NOT count as part of the 25 pages, is the proposal with the matrix, cover letter, bonding letter, table of contents, divider tabs.

- 7) Reference Revised October 20, 2017 GC Matrix, Page 1 – Construction Management Services. Please confirm if it was the intent to include the “Drafting Detailer and Drawing Detailer” costs in the “Basic Fee” column as opposed to the “General Requirements Cost of Work” column.

ANSWER: This is not a required position and not paid for by Owner.

- 8) Reference Revised October 20, 2017 GC Matrix, Page 1 – Construction Management Services. Items “System Development, Life-Cycle Analysis, Energy Management, Production Engineering and Purchasing” are typically “Pre-con” activities. Please confirm if it was intended to have these items listed under the “Basic Fee” column as opposed to listing under the “Pre-Con” column.

ANSWER: This is not a required position and not paid for by Owner.

- 9) Reference Revised October 20, 2017 GC Matrix, Page III Facilities & Equipment, Item “Trucks”. Please confirm it is/was the intent to list “Trucks” under the “General Condition” column as opposed to the “General Requirements Cost of Work” column. (There are other items included in the “General Conditions” column that indicate that the vehicles driven by the staff personnel are considered “General Conditions”. It appears this reference to “Trucks” was meant to be a Cost of Work item.)

ANSWER: The “Trucks” shown on Page III would be considered equipment type vehicles and should be Cost of Work.

- 10) Reference Revised October 20, 2017 GC Matrix, page VIII, Insurance and Bonds – “Workman’s Compensation, FICA Insurance, Federal Unemployment and State Unemployment” are all listed under the “General Conditions” column. Please confirm our understanding that this would only be applicable for the Contractor’s staff personnel identified as included in the “General Conditions”, and that the “W/C, FICA, FUDA, and SUDA” associated with the craftsmen performing the “Cost of Work” are included in the “Cost of Work”.

ANSWER: The federal payroll taxes should be wherever the labor being provided is located.

- 11) Reference Revised October 20, 2017 GC Matrix, Page II – Safety, Security and Services and Page IX – Other Costs. On Page IX, “Any employee or subcontractor incentives” is listed in the column for “Basic Fee”. Is it acceptable to include jobsite specific craft worker *safety incentive* costs” as a “General Requirements Cost of Work” item?

ANSWER: Owner does not pay incentives or bonuses of any kind.

- 12) On page 28/33, Article.12.2.2 of the CMAR agreement requires loss payee status for the Owner and Board of Regents on our Commercial General (CGL) and Business Auto Liability (AL) policies. Please delete this requirement as loss payee status is only possible on property and builders risk type of insurance policies rather than liability policies. Additional insured status as requested is appropriate for the CGL and AL coverages.

ANSWER: This section will NOT be deleted. Refer to UGC’s Article 8, Indemnity & Insurance.

- 13) Page 22/61, the General Conditions, Article 8.5, Subcontractor Insurance Coverage, requires “Contractor shall require each Subcontractor performing Work under the contract to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above.” The insurance requirements include a \$10,000,000 Umbrella Liability policy for projects in excess of \$5,000,000 which many subcontractors’ don’t currently have in their insurance program. We request the authority to manage our subcontractors’ insurance coverage and limits at our option and at our risk to avoid adding increased insurance costs to the project by our subcontractors during the course of construction and for five (5) years following completion as required.

ANSWER: The subcontractor’s insurance requirements for their insurance is a flow down from the CMAR Agreement. Insurance and bond requirements are based on the size of the contract. If your subcontractor is performing a less scope of work then the insurance is based on the amount of the work they are performing.

- 14) What is the source of funding for the project?

ANSWER: This information will be provided to awarded vendor.

- 15) Please confirm that the following are not considered part of the 25 page proposal limit:
a) Proposal Form Document 004100; b) General Conditions Matrix REV 10-20-17; c) Bonding letter; d) Company Financials.

ANSWER: See Section 4.3, Page Size, Binders and Dividers of Document 002100-3, Bid Instructions to Proposers. The General Conditions Matrix REV 10-20-17 is considered part of the Proposal Form Document 004100.

- 16) Is the pre-construction services fee paid upon completion of the preconstruction services, or on a sequential basis (monthly, etc.)?

ANSWER: Pre-construction is billed all at once at the end of the pre-construction phase when the draft of the GMP is submitted to Owner.

- 17) In the event of conflict between the provisions of the RFP, CMAR agreement and Uniform General Conditions, which governs?

ANSWER: CMAR, Change Orders, UGC's, Drawings and Specifications.

- 18) The RFP calls for a breakdown in accordance with General Conditions Matrix REV 10-20-17. The requested cost breakdown referred to is for the General Conditions column only?

ANSWER: Yes.

- 19) Is subcontractor default insurance and/or subcontractor bonds (if we choose to do so) part of the CM Fee (i.e., cannot be included in the General Conditions or Cost of the Work)?

ANSWER: Yes.

- 20) Are there any requirements of the CM for BIM Services?

ANSWER: Yes.

- 21) Will this be a LEED-certified project, or otherwise, will there be any recycling or green-building requirements?

ANSWER: Yes.

- 22) At the time the GMP is developed, the GMP is a grand total GMP, not a GMP on each line-item, correct?

ANSWER: Yes.

23) The documents call for the CM to hold the GMP for 90 days. In the current market, this seems excessive. Can this be shortened?

ANSWER: No, but the Owner intends to process the GMP as quickly as possible.

24) There is a provision for liquidated damages (\$1,000/day). We assume this is the sole and exclusive damages relief for the Owner in the event of delayed completion (i.e., there are no consequential and/or actual damages)?

ANSWER: The liquidated schedule is based on Project cost, not construction cost. The overall project cost for this project is over \$25,000,000, so the Liquidated Damages rate is \$2,500/day. Refer to UGC's 12.13 for the intent of Liquidated Damages.

25) Under the requirements for final payment, final waivers of lien are required. Can these be *conditional* final waivers, given final payment has not been made?

ANSWER: The Construction Manager is required to submit the following documents with the final payment:
AIA G706 – Contractor's Affidavit of Payment of Debts and Claims
AIA G706A – Contractor's Affidavit of Release of Liens
AIA G707 – Consent of Surety to Final Payment

26) Is there an anticipated number of meetings that the selected CMAR firm is expected to attend during the Pre-construction Phase?

ANSWER: No.

27) Are the following costs to be included in the General Conditions amount? A) Builder's Risk; B) Payment & Performance Bond

ANSWER: Yes, Construction Manager costs only.

28) For Criterion C, Item 4, please clarify if an actual cash flow breakdown is required to be submitted.

ANSWER: No, a breakdown is not required. A narrative is expected in your response.

29) Will the anticipated building structure be steel or cast-in-place concrete?

ANSWER: This will be determined during pre-construction.

30) Is the kitchen equipment cost assumed to be included in the potential construction cost of \$18,400,000?

ANSWER: This will be determined during pre-construction.

31) Is the page limit 25 single sided pages? Can we use single sided pages or do we have to use 2-sided pages?

ANSWER: See Section 4.3 Page Size, Binders and Dividers, Page 002100-3, Bid Instructions to Proposers – the limit is 25 single sided pages.

32) Do the financial statements count toward the page limit?

ANSWER: No – financial statements will not count toward the page limit.

33) Under the “criteria for award” section under “required information” it says to include the replies to the criteria as an “attachment” to the proposal. Can these be bound in the same book in a separate tab or must they be bound separately.

ANSWER: See Section 5, Submission of Proposals, page 002100-4, Bid Instruction to Proposers – your paper copy should not be bound. You may include the Criteria response in the same package with your proposal under a separate tab.