



**DATE:** December 7, 2017  
**SUBJECT:** Letter of Clarification #2  
**RE:** Construction Manager-at-Risk Services RFP  
**TO:** All Prospective Proposers

Houston First Corporation (“HFC”) issues this Letter of Clarification regarding the referenced Construction Manager-at-Risk Services RFP to provide additional information:

**RFP Revisions and Clarifications**

A. In the Construction Agreement, Exhibit “A” (“Professional Liability”), the following text is hereby revised as follows:

Policies written on a Claims-Made basis shall be maintained for at least ~~three~~ **two** years beyond termination of this Construction Agreement

B. In the Construction Agreement, Exhibit “A” (“Builder’s Risk”), the following text is hereby deleted in its entirety:

~~Flood {\$TBD}~~

Relatedly, Proposers should note Article 8 of the Construction Agreement, which provides as follows:

HFC may, at its election and upon written notice to Construction Manager, elect to procure and pay for builder’s risk insurance (in which event the cost thereof shall not constitute a part of the Cost of the Work).

C. In the Construction Agreement, Exhibit “A” (“Excess Liability”), the following text is hereby revised as follows:

~~\$50,000,000-\$75,000,000~~ Annual Aggregate

D. Question: Are CMAR payment contingent on FEMA funding?

Answer: No.

Letters of Clarification become a part of the RFP automatically upon issuance, and supersede any previous specifications and/or provisions in conflict therewith. By submitting a proposal, Proposers shall be deemed to have received all Letters of Clarification and to have incorporated them into their Proposal.