



THE OTHER ONES FOUNDATION

ADDENDUM NO. 2: Esperanza II Owner's Representative RFP Q & A

Issued 02/18/20206

1. Contracting Structure, Procurement Authority, and Compliance

1. Please confirm the TOOF's intended contracting and procurement structure for this project. Specifically, is this structure: Required by HUD/TDHCA procurement rules and 2 CFR Part 200 compliance; A TOOF preference for administrative simplicity; or still under consideration and open to alternative compliant approaches?
 - a. **Response:** TOOF is seeking an Owner's Representative who leads procurement, manages consultant/contractor coordination, reviews pay applications and change orders, and maintains compliance documentation. TOOF will be the primary contracting party with the OR, General Contractor, and design team.
2. If organizational affiliation between OR and GC is permitted, what documentation or procedures does TOOF expect to demonstrate compliance with federal conflict-of-interest and procurement requirements under 2 CFR Part 200?
 - a. **Response:** Consistent with 2 CFR §200.318(c) and HUD CPD conflict-of-interest guidance (including but not limited to HOME-ARP requirements under CPD Notice 21-10), TOOF requires that procurement actions be conducted in a manner that avoids real or apparent conflicts of interest and ensures full and open competition. If an affiliation is proposed, TOOF would require full written disclosure of the relationship, documentation demonstrating independent and objective procurement decision-making, and evidence that no entity involved is able to exercise control, influence, or preferential treatment over another participant in the procurement or contract administration process. Any such arrangement would be subject to TOOF and TDHCA/HUD review and approval. Absent advance written approval and confirmation of compliance; organizational affiliation between the Owner's Representative and the General Contractor is not anticipated. Any organizational affiliation between the Owner's Representative and the General Contractor must comply with all applicable federal and state procurement and conflict-of-interest requirements, including 2 CFR Part 200, HUD CPD guidance, applicable TDHCA rules, and TOOF's internal procurement policies.

2. CMAR Delivery Method and Fee Structure

5. Can TOOF confirm whether use of a Construction Manager at Risk (CMAR) delivery method is permitted for this project?
 - a. **Response:** CMAR is permitted.



THE OTHER ONES

FOUNDATION

6. Can standard consultant agreements (e.g., AIA C103) be revised to CMAR-oriented agreements (e.g., AIA A133) to allow for comprehensive bonding, improved cost control, and phased construction budgeting?
 - a. **Response:** TOOF anticipates utilizing a traditional CMAR contractual structure consistent with standard industry practice (AIA A133-2019). Proposers may describe alternative contractual approaches if proposed; however, any alternative must clearly demonstrate equivalent clarity, risk allocation, and compliance with all bonding, cost, and procurement requirements.
7. Please confirm whether federal, state, or TOOF procurement requirements prohibit the Owner's Representative from also serving as Construction Manager at Risk (CMAR), including under a contractually distinct agreement such as AIA A133.
 - a. **Response:** There are no federal, state, or TOOF procurement requirements that prohibit the Owner's Representative from also serving as Construction Manager at Risk (CMAR).
8. Does TOOF plan to hire both an Owner's Representative and a CMAR?
 - a. **Response:** TOOF anticipates a traditional CMAR delivery structure, under which TOOF contracts directly with each entity (GC, design team, OR) under separate professional services agreements.

3. Payment, Reimbursement, and Cash Flow

9. Please confirm how payments will be handled:
 - a. Will TOOF reimburse the OR for costs, with the OR paying vendors?
 - i. **Response:** TOOF anticipates that the OR will submit a monthly invoice for work completed. Final payment process to be determined after executing the TDHCA contract.
 - b. Or will invoices be submitted by the OR to TOOF, with TOOF paying vendors directly?
 - i. **Response:** Contracting will determine whether TOOF, OR, GC, and/or Design Team are directly paying vendors.
10. Given that HOME-ARP / TDHCA funding is reimbursement-based:
 - a. Will TOOF be making payments upfront and submitting monthly reimbursement requests?
 - i. **Response:** TOOF will not be making payments upfront. Payment terms of 60-90 days will allow the monthly reimbursement to be received from TDHCA and following receipt all vendor invoices associated will be initiated for payment the following day.
 - b. What is the expected reimbursement timing (e.g., monthly)?



THE OTHER ONES FOUNDATION

- i. **Response:** TOOF will submit for reimbursement monthly for the previous month's expenditures. All invoices are due on or before the 9th of each month to be included in the monthly reimbursement.
 - c. Can TOOF pay GCs and subcontractors on net-30 terms, or should delayed payments or interim financing be assumed?
 - i. **Response:** Delayed payment terms with GC are requested to allow for the monthly reimbursement to be received. GC will be responsible for paying their subcontractors.
 - 11. If reimbursements are based on actual costs incurred:
 - a. Who will be responsible for floating the gap between expenditures and reimbursement?
 - i. **Response:** Payment terms will be negotiated to account for the float time needed between reimbursement submission and payment from TDHCA. Normal turn-around time is less than 30 days from the date of submission.
 - b. Are bridge funds in place or anticipated?
 - i. **Response:** TOOF is in discussion with bank for a line of credit tied to the construction project to be used only when needed.
 - 12. Are reimbursements tied to billing-cycle expenditures or work performed and billed-to-date?
 - a. **Response:** Reimbursements will be tied to work performed and billed-to-date.

4. Bonding, Insurance, and Risk

- 13. What are the bonding requirements for: Owner's Representative, TOOF, Construction contractors?
 - a. **Response:** General Contractor provides Performance and Payment Bonds each in an amount equal to one hundred percent (100%) of the construction contract value, anticipated to be up to \$50,000,000, issued by a surety authorized to do business in Texas and rated A- or better by A.M. Best. Bonds will be required to have both TDHCA and TOOF named as additional insured on the bonds.
- 14. Please clarify whether bonding is required for: The full \$48M grant (including design and entitlement costs), or Construction hard costs only.
 - a. **Response:** Two separate bonds for the NCS award are allowed. Bonds will be required to have both TDHCA and TOOF named on the bonds. The entire project is required to be bonded, including the ineligible costs not included in the \$48M grant.
- 15. Please confirm that Builder's Risk Insurance applies only to the General Contractor and not the Owner's Representative.
 - a. **Response:** Yes, confirmed.
- 16. Does the Certificate of Insurance requirement outlined on pages 12-13 of the RFP apply to the Owner's Representative, or was this intended to apply to the selected GC?



THE OTHER ONES FOUNDATION

- a. **Response:** The RFP is speaking to OR requirements.

5. Permitting, Approvals, and Agency Coordination

- 16. Will TxDOT approvals occur in parallel with City of Austin permitting?
 - a. **Response:** As the owner of the property, TxDOT will be an approver throughout the project. TxDOT will approve all plans as they are finalized, to achieve baseline approval and will have a primary point of contact that will serve as a core member of the stakeholder group to remain informed and provide approval on changes as needed. No formal permits will be needed from TxDOT.
- 17. Will the project follow standard City of Austin single-family development procedures (preliminary plat, construction plans, final plat)?
 - a. **Response:** Due to TxDOT's ownership over the property, TOOF is exempt from the standard City of Austin development procedures. However, TOOF will still be subject to the utility permitting requirements.
- 18. Have any agency objections or adjacent residential opposition been identified related to required easements?
 - a. **Response:** Not at this time.
- 19. Are any fee waiver agreements in place with permitting authorities?
 - a. **Response:** Not at this time.

6. Site Due Diligence and Technical Information

- 21. Have the following studies or approvals been completed and are they available:
 - a. Phase I Environmental Assessment
 - i. **Response:** Completed. Will be made available upon contracting.
 - b. Archaeological Survey
 - i. **Response:** Not yet completed.
 - c. Geotechnical Report
 - i. **Response:** Not yet completed.
 - d. HUD approval letter regarding funding distribution?
 - i. **Response:** TOOF has not received a separate HUD approval letter regarding funding distribution. At this time, TOOF does not have an executed agreement with TDHCA and has not yet received final TDHCA disbursement/draw guidance for this award. Funding distribution procedures will be governed by the executed TDHCA HOME-ARP agreement and related TDHCA program requirements once finalized.
- 22. Have commitment-to-serve letters been received from utility providers?
 - a. **Response:** No.
- 23. Will the OR and/or GC be responsible for debris and trash clearing of the existing site?
 - a. **Response:** Yes.



THE OTHER ONES FOUNDATION

7. Design, Scope, and Project Phasing

24. Is project phasing from a funding and delivery perspective acceptable (e.g., design/entitlements, civil infrastructure, utilities, residential units, centralized facility)?
- a. **Response:** Yes.
25. If phasing is acceptable, can change orders be used to initiate subsequent phases to reduce upfront bonding and improve bid competitiveness?
- a. **Response:** Proof of bond is required to execute. contract and cannot be for any amount(s) lower than the full construction cost as required by TDHCA and HUD.
26. Is heavy landscaping planned for the atrium terrace of the centralized facility?
- a. **Response:** Not at this time. The design is preliminary and expected to be altered after the architect has been contracted.
27. Is “Plug In” a required design resource for the project?
- a. **Response:** No. TOOF anticipates updated designs and/or procurement of a structure type/producer.
28. Please confirm that construction costs are to be developed post-award of the OR selection and design development, and that this RFP is focused on OR services related to design and entitlements.
- a. **Response:** The RFP is focused on the OR services, however since TOOF is seeking an OR who has experience assisting in managing projects of this size and detail, we would like to see projections of the total general cost breakdown. TOOF understands that any construction costs are only projections and not firm estimates.

8. Eligibility, Administrative, and RFP Clarifications

29. Please confirm that only firms that attended the pre-bid meeting and signed in (online or in person) are eligible to submit as a prime.
- a. **Response:** The pre-bid meeting was not mandatory and is not a requirement for eligibility. Firms that did not attend remain eligible to submit.
30. Please provide a scanned copy of the pre-bid sign-in sheet documenting eligible firms.
- a. **Response:** See attached.
31. Confirm how the proposal should be submitted.
- a. **Response:** Please submit all proposals via email to joe.westphal@toofound.org
32. How should the fee proposal be submitted (e.g., separate sealed document)?
- a. **Response:** Please submit the fee proposal as a separate attachment clearly titled, including your firm’s name.
33. It was stated that the OR may be asked to work “at risk” prior to funding awards. Please provide an estimated duration if this period extends beyond TDHCA contract finalization (Spring 2026).



THE OTHER ONES FOUNDATION

- a. **Response:** The total estimated “at risk” period is 3 to 6 months, subject to TDHCA contract execution timelines.
34. Please provide applicable TDHCA grant provisions for identifying ineligible expenses.
 - a. **Response:** TOOF understands this request to refer to TDHCA/HOME-Arp allowability requirements that will govern eligible vs. ineligible costs under the award. TOOF does not yet have an executed TDHCA agreement/award condition to cite; once finalized, TOOF will provide the applicable provisions. Final determinations of eligible/ineligible costs will be made in accordance with the executed TDHCA agreement and applicable HUD HOME-ARP requirements. What we can assume through the grant process is consistent with applicable TDHCA and HOME-ARP program requirements; costs that are not directly attributable to the development of residential units serving Esperanza II tenants are anticipated to be ineligible. Ineligible costs are expected to include, but may not be limited to, off-site improvements; furnishings, furniture, fixtures, and equipment (FF&E); and any site elements or facilities not exclusively serving Esperanza II residential tenants.
35. There appear to be duplicate section numbers (two sections labeled “3.7”). Please confirm the renumbering assumptions.
 - a. **Response:** Duplicate numbering acknowledged. Please proceed with proper numerical order after the first 3.7 (acknowledging that the following sections will be 3.8, 3.9, and 3.10).
36. Please confirm whether the “Additional Project-Specific Bid Requirements” section applies to this RFP, as the language appears similar to a CMAR solicitation.
 - a. **Response:** The section applies. TOOF understands that timelines and estimates are subject to change with the procurement of the GC and Design Team.
37. Will TOOF consider extending the application date?
 - a. **Response:** Not at this time.

NAME	TITLE	FIRM/ORG	EMAIL	PHONE
Emily Fesette	Project Manager	TOOF	Emily.fesette@toofound.org	737 308 6439
Jennifer Sandifer	Project Manager	VCM	JSandifer@violetcrownmgmt.com	512 864 4464
ERIN Kozuh	PRINCIPAL	VCM	ekozuh@violetcrownmgmt.com	210-323-7040
KKozuh Kozuh	PRINCIPAL	VCM	KKOZUH@VIOLET-CROWNMGMT.COM	512.689.4148
Leshawn Stewart - Bayle	owner/CEO	ICMS	leshawn@integratedcmsolutions.com	210.646.4449
Justin Baylor	Opps Manager	ICMS	justin@integratedcmsolutions.com	(817) 719 5027
Rick Deyoe	PRINCIPAL	REALTEX	rdeyoe@realtexdevelopment.com	(512) 426-5205
ARTHUR BEZUIDENHOUT	OWNER	BBX	ARTHUR@BEYONDBLIX.COM	737 770 2007
NINKE BEZUIDENHOUT	OWNER	BBX	NINKE@BEYONDBLIX.COM	737 288 7270
Morgan McLaughlin	owner	Synergy	mmclaughlin@synergycctr.com	512/864-4856
Brandon Batesole	—	Synergy	Bbatesole@synergycctr.com	512-733-4821
Dan Bradley	DOC	SCC	dbradley@synergycctr.com	512-689-3172
Hagen Falken	DOP	Gothams	HAGEN@GOTHAMS.COM	512 695 1277
Grant Ozarchuk	Project Manager	Square One	gozarchuk@sql.us	972-841-6663
Ben Grant	Executive	Square One	bgrant@sql.us	830-312-9779
Liz Baker	ED	TOOF		
Joe Brooks	ED, not in plan	STR	joe@STRCONSTRUCTORS.COM	855-916-7961
John Robins	CEO	STR	John@strconstructors.com	852-586-2819
Chasin Allen	PM	ICMS	Chasin@IntegratedCMSolutions.com	512-576-2482

