

# Central NY PC - Renovation of Bldgs 39 and 77 and DASNY's responses:

1. On page 6 of the RFP it states the goals for this contract are 18%MBE, 12%WBE and 6% SDVOB. The Expression of Interest noted 2%MBE, 2% WBE and 2%SDVOB. Please clarify the goals for the project.

**Response:**

The goals for this engagement will be:

MBE 2%  
WBE 2%  
SDVOB 2%

An addendum to the RFP will be issued.

2. The RFQ stated Utilization goals as follows;  
MBE 2%  
WBE 2%  
SDVOB 2%

The RFP states Utilization goals as follows;  
MBE 18%  
WBE 12%  
SDVOB 6%

Kindly clarify the above.

**Response:**

The goals for this engagement will be:

MBE 2%  
WBE 2%  
SDVOB 2%

An addendum to the RFP will be issued.

3. Please confirm the level of effort required during the Preconstruction Phase (i.e. Number of Estimates and Constructability Reviews).

**Response:**

It is expected that the construction manager participates during the preconstruction phase, it is anticipated that the CM will provide an estimate and constructability review for both the 60% and the 100% submissions.

4. Please confirm the duration of Pre-construction.

**Response:**

Refer to attached updated anticipated design and construction schedule.

5. Please confirm the duration of Bid/Award Phase.

**Response:**

Refer to attached updated anticipated design and construction schedule.

6. Please confirm the duration of the Construction Phase.

**Response:**

Refer to attached updated anticipated design and construction schedule.

7. Please confirm the duration of the Closeout Phase.

**Response:**

Refer to attached updated anticipated design and construction schedule.

8. Kindly identify the Awarded CM's NTP date.

**Response:**

DASNY anticipates the notice of award of contract to be not earlier than December 30, 2019. DASNY will then contract with the awarded firm which will provide the CM authorization to provide services.

9. What services are expected of the CM during Asbestos Abatement?

**Response:**

It is expected that the CM will provide all construction phase services that are required of the contract during the construction period, which includes abatement. With the exception of asbestos air monitoring/inspections during the abatement period, which will be performed by a 3<sup>rd</sup> party consultant.

10. Is a PLA in place for the Project?

**Response:**

No, a PLA is not in place for the project.

11. Will the CM be responsible for SWPPP Inspections?

**Response:**

No, the CM will not be responsible for SWPPP inspections.

12. Will the CM be responsible for air monitoring/inspections during the Abatement work?

**Response:**

No, the CM will not be responsible for air monitoring/inspections during the abatement work.

13. Will there be a separate Commissioning Agent?

**Response:**

Yes, there will be a separate commissioning agent.

14. Page 3 of the RFP, section 1.2, paragraph 3 indicates the anticipated start of construction is June 2021 with completion in September 2026. Section 3.0 Project Schedule of the Design Development Narrative indicates mobilization/submittals in November 2020, start of construction in January 2021 and completion in July 2027. Please advise which is correct.

**Response:**

Refer to attached updated anticipated design and construction schedule

15. Please confirm that it is DASNY's intention to award this to a single prime GC as indicated at the prebid meeting 11-19-19.

**Response:**

Yes, it is DASNY's intention to award this project to a single prime GC.

16. Section 3.0 Project Schedule of the Design Development narrative indicates 7 phases of construction. Please indicate it is DASNY's intention to bid all 7 phases to the same single prime GC.

**Response:**

Yes, it is DASNY's intention to bid all 7 phases to the same single prime GC.

17. Can DASNY provide any information relative to the approximate construction cost for each of the 7 Construction Phases so we can understand if it will impact our required staffing?

**Response:**

The anticipated construction costs are approximately \$110 million, delivered across 7 phases of construction. A detailed breakdown by phase is not available at this time, and will be finalized as a part the remainder of the design process.

18. Please provide a copy of the intended form of Contract between DASNY and the General Contractor.

**Response:**

DASNY has provided a sample of our General Conditions for Construction as , additional documentation may be provided to the awarded firm.

19. The RFP indicates the CM should have staff experienced with LEED. Will the General Contractor or the Design Professional be responsible for entering all construction LEED data into the USGBC website?

**Response:**

The Design Professional shall submit the project, including all required documentation, to the USGBC for rating using the LEED TM online Internet based system.

20. Article XI of the Design Phase Contract states the Owner will provide the Builder's Risk Insurance and that Contractors and Subcontractors will be covered. Please confirm the CM will also be an additional insured on this policy.

**Response:**

DASNY will confirm specific contract details with the awarded firm.

21. Article XIII of the Design Phase Contract assigns safety responsibility to the CM. This section does not seem applicable to the CM's Design Phase services of providing scheduling, estimating, constructability, etc. and the provisions appear to be more applicable to the General Contractor during the Construction Phase. Please advise if this section can be removed or marked "N/A".

**Response:**

DASNY will conduct contract negotiations with the awarded firm.

22. The Design Phase Contract, Appendix A requires constructability and estimating at SD, DD and CD phases. At the pre-bid meeting it was noted that the drawings are currently in DD (60%) moving towards 100% in June 2020. Please confirm the CM's requirements for the 30% Schematic Design phase are not required.

**Response:**

At this time, the CM's involvement will not include the 30% Schematic Design Phase.

23. Appendix A of the Design Phase and Construction Phase agreements do not require any services to perform MWBE & SDVOB compliance work as it relates to the Contractor (developing MWBE/SDVOB bidder interest, hosting a prebid mixer, reviewing Contractor's utilization plan, verification of onsite labor, payments, etc.). Please confirm this is correct. Are these services being managed directly by DASNY?

**Response:**

The CM is expected to assist the DASNY in accordance with the design phase and construction phase agreement. To the extent that the CM is proposing to assist DASNY with such required tasks is at the discretion of the CM.

24. Item #17 in Appendix A of the Design Services Agreement and Item #16 of Appendix A of the Construction Phase Agreement states the CM shall use the current version of Primavera Contract Manager. Are the licenses for this software provided by DASNY? Is there a limit to the quantity of licenses and is there a cost? The 2<sup>nd</sup> paragraph in the Design Phase section states the Owner "may direct" the CM to provide all of the Project Management system functions from available web-based ASP. Which method should be anticipated for this project?

**Response:**

DASNY will provide to the CM the appropriate number of licenses to access Primavera Contract Manager as may be needed for the project. Determination of whether the CM will be provided with direct access or a web-based access will be at the discretion of DASNY and will be determined at a later date.

25. Please detail how the CM's subconsultant costs are handled for reimbursement as their cost proposals to the CM's will include overhead and profit in addition to actual direct salaries and benefits.

**Response:**

DASNY will consider each of subconsultants the subconsultants proposed actual direct salaries, and overhead and profit. The subconsultants may propose an overhead multiplier.

26. Please confirm if the CM's Design Phase Fee and Construction Phase Fee are to be applied to the CM's subconsultants hired to meet the project MWBE/SDVOB goals.

**Response:**

The CM will be required to meet MWBE/SDVOB goals as part of their contract, it is expected that the CM's design and construction phase fee's include their MWBE/SDVOB subconsultants.

27. Article XII of the Construction Phase Contract incorrectly assigns significant safety responsibility to the CM. Safety liability for a CM as agent should be limited to the CM's staff as we hold no contracts for the direct work and we cannot be responsible for the Contractors means, methods or the safety of their workforce. This liability should be assigned to the General Contractor.

**Response:**

The sample contracts that were provided as part of the RFP are the standard DASNY CM as Agent Contract documents. DASNY will conduct contract negotiations with the awarded firm. Further discussions will be held with the awarded firm.

28. Article XII, Section D calls for daily and weekly safety observations. Given the complexity of this multi-phased project in an occupied facility, we suggest requiring the Single Prime Contractor to hire a full time, independent site safety manager to perform this scope. You could also have them provide and maintain the site security system described in Appendix A, section 10 of the Construction Phase Agreement. As it is written right now the CM cannot price the scope to maintain a system that is to be specified and procured by the Owner. In addition, if this is not purchased by the CM how can we be responsible to maintain the hardware and software for this system?

**Response:**

The sample contracts that were provided as part of the RFP are the standard DASNY CM as Agent Contract documents. DASNY will conduct contract negotiations with the awarded firm. Further discussions will be held with the awarded firm.

29. There are several items listed as potential scope for the General Conditions Work Phase Scope. If this project is being bid as a single prime GC, we suggest including these items in the bid documents and competitively procuring these items through the GC and leaving the CM's contract to be management in nature. If DASNY decides to leave this scope with the CM does the Construction Phase fixed fee for OH&P get applied to the General Conditions Work Phase scope? How can the CM anticipate staffing needs for this scope if it remains undefined?

**Response:**

The construction phase fixed fee does not get applied to the general conditions phase scope. The CM should anticipate maintaining the general conditions work phase scope as indicated in the RFP and should anticipate its staffing needs accordingly.

30. The Construction Phase agreement does not appear to include any BIM requirements by the CM. Please confirm all BIM work shall be by the single prime GC and that the approved model will be made available to the CM and our consultants for onsite QA/QC.

**Response:**

The BIM work shall be provided by the design professional and single prime GC, the approved model will be made available to the CM for onsite QA/QC.

31. The Construction Phase scheduling services in Appendix A appears to overlap with scheduling services that should be provided by the single prime GC. Please clarify that the

extent of scheduling services required by the CM shall be those listed under “Execution” in Appendix A of the Construction Phase Agreement.

**Response:**

The sample contracts that were provided as part of the RFP are the standard DASNY CM as Agent Contract documents. DASNY will conduct contract negotiations with the awarded firm. Further discussions will be held with the awarded firm.

32. Are any MWBE or SDVOB partners currently working as a subconsultant with the Design Team prohibited from participating as a member of the CM team?

**Response:**

DASNY expects the CM to provide develop its team at its own discretion. It is not advised to partner with firm that is current working as part of the design team.

33. The Project Schedule as provided in the Design Development Narrative shows a construction start date of November 2020 (Mobilization and Submittals) and a completion date of July 2027. The Project Schedule as provided for in the RFP Instructions, Section 1.2 Purpose and Project Overview, states an anticipated start date of construction of June 2021 and a completion anticipated in September 2026. Please clarify the anticipated start and completion dates for the project.

**Response:**

Refer to attached updated anticipated design and construction schedule.

34. The Project Schedule as provided in the Design Development Narrative shows a Phase II start date as July 2021 – should this read July 2022? Please clarify.

**Response:**

Refer to attached updated anticipated design and construction schedule.

35. Per the pre-proposal meeting it was noted that there is a 4-week waiting period in between the end and start of each phase for forensic cleaning. Should these durations be added to the milestone completion dates noted on the dates in the design development narrative, or is this already incorporated in this schedule. If we need to add then each noted completion date and the overall completion date will be pushed out.

**Response:**

No. The 4 week waiting periods are included in the durations noted in the design development narrative.