

Question #	Question	Response
1	Is a staffing plan required for both the pre-construction phase and construction phase of this procurement?	Yes, a staffing plan is required for both the pre-construction and construction phase of this procurement.
2	The Indemnity clause in Section 14.0 of the General Conditions requires the Contractor to indemnify DASNY for acts or omissions of unrelated third parties. 1) Is it the intent that this indemnity obligation relates to the Contractor and not the Construction Manager? If so, is there a separate indemnity requirement for the Construction Manager? 2) If the intent is that this indemnity obligation extends to the Construction Manager, it is problematic as it relates to matters beyond the Construction Manager's control and is not covered under standard Commercial General Liability (CGL) insurance policies. Consequently, it creates an unmanageable and uninsurable risk exposure for the Construction Manager that could subject the Construction Manager to unquantifiable damages from third party clauses. Please advise whether this provision can be modified to mitigate this concern.	<p>There is no Section 14.0 in the General Conditions.</p> <p>General Conditions Article 14 indemnification provisions apply to the Contractor, which is defined as the entity with whom the Owner enters into the Contract to perform the Work.</p>
3	Section 1.6 indicates that the proposal response is due by 3pm on January 24th, 2026, which is a Saturday. Please confirm that this is the correct due date.	The committee response to the Q&A is updated to reflect 3pm on 01/16/2026. The proposal due date is updated to reflect a due date of 01/23/2026. Please see Addendum No. 1.
4	Under Section 1.7, General Information, there is an outline of a preliminary project schedule and it indicates the construction start date is April 1, 2026, with a substantial completion date of June of 2028. There was a schedule referenced during the pre-bid meeting that outlined an 18 month duration. Please clarify the anticipated schedule	The substantial completion date in the RFP is correct. Please note that this is only for the first phase of this procurement (3/3A).
5	Section 2.4 - Project Labor Agreement - reads that the General Contractor is responsible and any contracts sublet by the General Contractor are required to sign into the Project Labor Agreement. Is the Construction Manager expected to sign into the Project Labor Agreement?	The Construction Manager is required to sign the PLA along with all of their trade contractors.
6	Section 4 "Costs Proposal", Tab 2, Item G, says "Please provide the required information in Section 4 Tab 2 for each phase of the Project (Phase 3/3a, Phase 4, Phase 5, Phase 6). Please clarify which phase of the project we are to provide costs information for, as we understood to only be submitting on Phase 3/3A at this time.	Proposers are required to submit a cost proposal for Phases 3/3A only.
7	The bid documents and specifications that were shared with the RFP are setup for a multi-prime bid. We assume that these were shared for information only and that the delineation of scope is part of the Construction Managers responsibility. Do the balance of the general conditions shared within the specifications apply to the Construction Manager's contract?	<p>The delineation of scope and bidding/awarding of subcontracts is part of the Construction Manager's responsibility.</p> <p>The General Conditions for Construction apply to the Construction Manager and all of their subcontractors.</p>