

RFQ for Construction Management at Risk Services
For Three Elementary Schools in East Lyme, Connecticut

Questions from O&G

1. Please provide a tentative schedule for the intended work, the minimum information required at this stage is the duration of the design phase and whether the projects are to be constructed sequentially or concurrently? This will affect the number of staff we would have to place on the projects and hence affect the choice of staff for the statement of qualifications.

See attached Project Schedule

2. Is it really your plan to double the occupancy of Niantic Center ES without any addition to the current 48,318sf?

Yes, that is correct. 48,318 is the total building area.

3. AIA A133 §2.3.2.1 we note that the last sentence of the standard clause has been deleted, this seems unreasonable. We would request that the following wording be reinstated: "The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection." Is this acceptable to the Owner?

We do not want to reinstate the last sentence of the standard clause that has been deleted. We will be open to CM input during the selection process of sub-contractors.

4. AIA A133 §2.3.1.3 are you be able to provide the intended per diem amounts for liquidated damages? If not now, then when will they be decided upon?

This will be negotiated at the time of the guaranteed maximum price.

5. AIA A133 §7.1.8 Why have you not designated a retainage to be held by the CM on payments to subcontractors, why would it not be the same amount as held on the CM by the owner, i.e. 5%??

Sub-contractor retainage will be 5%.

6. AIA A201 §11.3.7 would the Owner be willing to consider reinstating the mutual waiver of subrogation that is included in the original wording of this section? Or would the owner be willing to allow the CM to provide the builders risk insurance for the projects where the premium cost is included in the cost of the work?

No on the mutual waiver of subrogation and no on allowing the CM to provide the builders risk insurance.

Questions added on 6/6/2017

7. AIA A201 §11.1.4 Additional insured endorsement required is from 1985 (or its equivalent) – the endorsement is not available and there is NO equivalent. Please advise what endorsement the Owner will require. Note that Subcontractors will not be able to provide the Additional Insured Endorsement in this item either.

Required endorsements will be provided prior to sub-contractor awards.

8. AIA A201 §11.3.1.3 If there are deductibles for the Builders Risk they are assigned to the Construction Manager to pay. Are you able to quantify those costs at this time as this would be helpful to all CM's who are chosen to prepare a proposal?

This matter will be resolved prior to issuing the RFP.

9. AIA A133 §7.1.8 We note that coverage and stipulations are to be the same for subcontractors, we have questions concerning the specifics of this requirement:
 - a. We note that there is a \$15mm limit required on the Umbrella/XS – our experience shows that this will be tough for the subcontractors to provide, especially those that will be bidding on the work who will be SBE or MBE contractors, please consider removing this requirement for all subcontractors.

The CM must provide 15 million excess, including the acts of the sub-contractors

- b. Pollution insurance is required for all, once again hard for subcontractors to provide, we would suggest adding an "if work requires it" standard which is shown for the professional liability, but not the pollution liability.

"If work requires it" will be added to the A133.

PROJECT SCHEDULE

ALTERATIONS AND RELATED WORK
EAST LYME ELEMENTARY SCHOOLS
EAST LYME, CT

May 26, 2017

