



October 3, 2019

The following will serve as Amendment #1 to NYSIF's Request for Proposals (RFP) for Construction Manager at Risk, bid number 2019-47-RE. Material in this Amendment supersedes any contradictory material in the RFP.

1. Below please find NYSIF's responses to the Q&A.
2. Below please find a revised Appendix Z "Fee Schedule", which reflects the changes outlined under the Q&A. The revised Appendix Z supersedes and replaces the version included in the RFP.

Please note that the due date for the submission of bids **remains unchanged**.

**All bids are due October 17, 2019, by 2:00 p.m. (eastern).**

Sincerely,

A handwritten signature in black ink, appearing to read "Megan McClune", is written over a light blue circular stamp.

Megan McClune  
Contract Management Specialist

**Construction Manager at Risk**

**RFP #2019-47-RE**

**Amendment 1**

Question #	RFP Page #	RFP Section and Sub-Section Reference #/Heading	Question	NYSIF Response
1	53	Audits / Investigations / Ethics	Section 2.3.13 references the Owner's Right to Audit and the Owner's Right to Conduct Investigations. Does the NYSIF anticipate issuing an RFP for an independent monitoring firm to conduct such audits or investigations?	Not at this time.
2	17 of 210	Section 1, General Information, Clause 1.8 - Bonds Provided by Contractor	Please provide clarification of the requirement <b>AND</b> payment for providing performance and payment bonds ("...bonds are required in an amount at least equal to 100% of the contract sum...")	Requirement as noted. Costs associated are required for Appendix Z.
3	141 of 210	Exhibit C, Contract Provisions, Clause 38 - Performance/Bid Bond, States	Please provide clarification of the requirement <b>AND</b> payment for providing performance and payment bonds ("...NYSIF reserves the right to require a Bidder or Contractor to furnish, without additional cost, a performance, payment, or bid bond...")	Exhibit C. clause 38 is superseded by RFP section 1.8 and Appendix Z.
4	209 of 210	Appendix Z, Fee Schedule Proposal	Please provide clarification of the requirement <b>AND</b> payment for providing performance and payment bonds, specifically as the Fee Schedule Proposal provides for bond payment as a percentage of each project construction cost.	See question 3.
5	N/A	N/A	Please provide clarification of working hours/access as there is no provision in the RFP for information related to overtime and/or off hours work (2nd and 3rd shift, if applicable), or on freight entrance /elevator use during off hours work. Will this information be included in individual project scopes?	This information will be provided for cost consideration for each individual project scope issued.
6	28 of 210	Section 2, Technical Specifications, Clause 2.3.3.6. Scheduling, Paragraph 2.3.3.6.A.	Please provide clarification of the requirement and staffing classification for the project scheduler, specifically referred to "The Contractor shall provide a project scheduler ..." "The project scheduler's experience and credentials will be submitted to the Owner..."	Producing and maintaining the project schedule is a priority and NYSIF requires the vendor to have acceptable expertise for this role as noted in RFP 2.3.3.6.A
7	205 of 210	Exhibit Z, Fee Schedule Proposal	Please provide clarification of the requirement and staffing classification for the project scheduler, specifically referred to in Exhibit Z. The first paragraph precludes the bidder from changing, deleting, or adding bidding information... Further, page 4 of 5, Schedule of Approved Personnel Classifications does not provide a staffing classification for a project scheduler.	Please see the revised Appendix Z attached. This version supersedes and replaces the original.
8	98 of 210	Section 4, Bid/Proposal Format, clause 4.2.8. Appendices, second bullet	Please advise if respondents may provide a VendRep (online platform of the Vendor Responsibility Questionnaire) Certificate of Filing in place of the full Vendor Responsibility Questionnaire as required by section 4.2.8.	Yes. On line VendRep filing completed within 6 months of the bid date is preferred.

**APPENDIX Z**  
**FEE SCHEDULE PROPOSAL (REVISED)**  
  
**CONSTRUCTION MANAGER AT RISK**  
**BID # 2019-47-RE**

Bidder	_____	Contact	_____
DBA, if any	_____	Title	_____
Federal ID #	_____	Email Address	_____
Type of Firm	_____	Telephone #	_____
Address	_____	Fax #	_____
	_____	Web Address	_____

Bidders are not to change, delete, or make any additions to this form, and are to supply only the bid information that is required. If any changes, deletions, or additions are made by the bidder, or if all of the required bid information is not provided, then at NYSIF's discretion, the bid may be disqualified.

**Content of Cost Proposal**

Information to be provided by Proposers:

The following is a list of required information that must be provided by the proposer. Provide your response per the format outlined in Section 4, *Bid/Proposal Format*, of the RFP. Your cost proposal must contain sufficient information to assure NYSIF of its accuracy.

**Projected Scenario (for evaluation purposes only)**

The **basis** for estimated values is base building (White Box including FA system) preparation of three floors above grade, each consisting of approximately 17,500 square feet of space.

Assume. a project duration of 1 year; 3 months for design and 9 months for construction.

Assume a total construction budget of \$6,000,000 to include \$50,000 in asbestos abatement.

Construction phase % will include overhead, profit, security and safety.

1. Include a **cover letter** with the following items:
  - a. The name, title, telephone number, fax number and email address of the individual within your firm who will be NYSIF's primary contact concerning this RFP.
  - b. A statement to the effect that the price quoted is an irrevocable offer good for 120 days.
  - c. The cover letter must be signed by the individual(s) authorized to bind your firm contractually. Indicate the title or position that the signer holds within your firm. NYSIF reserves the right to reject a cost proposal that contains an unsigned cover letter.
2. Provide estimated manpower requirements and costs associated with performing the identified Scopes of Service for Pre-Construction Phase and Construction Phase with General Conditions Work Phase as follows:
  - a. Pre-Construction Phase: Direct Salary Costs (hours and rates).

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- b. Pre-Construction Phase: Fringe Benefits including a detailed breakdown of the components of your fringe benefit rate. Fringe Benefits are the cost to the CM of Fringe Benefits applicable to Actual Direct Salary costs. Allowable Fringe Benefit items as provided for herein shall be limited to the following specific items:
    - 1. F.I.C.A.;
    - 2. Federal Unemployment Insurance;
    - 3. State Unemployment Insurance;
    - 4. NYS Workers Compensation;
    - 5. Life Insurance;
    - 6. Accidental Death and Dismemberment;
    - 7. NYS Disability Insurance;
    - 8. Group Hospitalization;
    - 9. Pension Plan; and
    - 10. Group Travel Accident Insurance.
    - 11. Vacation, holiday and sick leave time in accordance with the CM's approved leave policy.
  - c. Pre-Construction Phase: Overhead and Profit,
  - d. Construction Phase: Field Staff Direct Salary Costs (hours and rates),
  - e. Construction Phase: Field Staff Fringe Benefits including breakdown,
  - f. Construction Phase: Fee Percentage.
- 3. Provide documentation indicating your firm's Overhead and Profit Multiplier for the Pre-Construction Phase. The calculation should include all direct labor expenses, indirect and operating expenses and proposed profit. The Construction Phase Fee includes all CM home office costs, including officers as well as home office and local office support staff, together with all CM overhead costs and profit. This Fee shall also include all required services of a home office Project Executive, by whatever name called and includes the management of the General Conditions work. No additional overhead or profit on direct labor for the construction phase will be paid beyond the Construction Phase Fee.
  - 4. Provide a Construction Phase Fee Percentage for the management of the Construction Phase and General Conditions Work Phase. The Fee Percentage shall be applied to the value of the Trade Contracts after bid, as approved by the owner, exclusive of General Conditions items, to arrive at the CM's management fee for this project. The Fee Percentage includes all CM home office costs, including officers as well as home office and local office support staff, together with all CM overhead costs and profit. This Fee Percentage shall also include all required services of a home office Project Executive, by whatever name called. As stated above, the fee includes the management of the General Conditions Work Phase. No additional overhead or profit on direct labor for the construction phase will be paid beyond the construction phase fee.
  - 5. Provide a statement indicating your firm is able to obtain the required insurance coverage as listed.
  - 6. Provide an estimated cost for General Liability Insurance coverage for the project.

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**FEE SCHEDULE PROPOSAL (REVISED)**

**CONSTRUCTION MANAGER AT RISK**  
**BID # 2019-47-RE**

**GENERAL CONDITIONS WORK PHASE**

1. During the General Conditions Work Phase of this Contract, the CONSTRUCTION MANAGER shall:
  - a. Provide and coordinate the following work, services, and facilities during the construction of the Project in a manner or pursuant to a Contract or Contracts approved in advance by the OWNER.
  - b. Where practical, solicit competitive bids for the General Conditions work items listed below and award to the lowest responsive and responsible bidder.

NOTE: Items identified below represent a sample listing of General Conditions Work Items. A final approved schedule, representing specific Project needs, including estimated values, shall be incorporated into this Contract at the start of the Construction Phase.

2. During the General Conditions Work Phase of this Contract, the OWNER shall have the right to approve all staffing of the Work.

**GENERAL CONDITIONS ITEMS**

**ESTIMATED COST**

1) Field Offices	\$ _____
2) Utility Connection	\$ _____
3) Field Office Furniture & Equipment	\$ _____
4) Reproduction Equipment	\$ _____
5) Reproduction Supplies	\$ _____
6) Field Office Supplies	\$ _____
7) Field Office Telephone	\$ _____
8) Postage, Messenger, and Printing	\$ _____
9) Survey	\$ _____
10) Permits and Fees	\$ _____
11) Project Cleanup	\$ _____
12) Rubbish Removal	\$ _____
13) Safety and Protection	\$ _____
14) Site Security	\$ _____
15) Project Sign	\$ _____
16) Progress Photo	\$ _____
17) Fencing	\$ _____
18) Hoisting	\$ _____
19) Blueprints	\$ _____
20) Master Mechanic	\$ _____

**TOTAL GENERAL CONDITIONS ITEMS**  
**ESTIMATED COST**

**\$ \_\_\_\_\_**

**APPENDIX Z  
FEE SCHEDULE PROPOSAL (REVISED)**

**CONSTRUCTION MANAGER AT RISK  
BID # 2019-47-RE**

**SCHEDULE OF APPROVED PERSONNEL CLASSIFICATIONS  
AND MAXIMUM DIRECT SALARY RATES**

<b><u>CLASSIFICATIONS</u></b>	<b><u>APPROVED MAXIMUM DIRECT HOURLY RATES (*)</u></b>
Project Manager	\$ _____
Project Scheduler	\$ _____
Project Engineer	\$ _____
General Superintendent	\$ _____
Assistant Superintendent	\$ _____
Assistant Superintendent	\$ _____
Mechanical Engineer	\$ _____
Project Accountant	\$ _____
Office Engineer/Trainee	\$ _____
Plan Clerk	\$ _____
Administrative Assistant	\$ _____

Initial listed classifications are typical. Actual Project staffing will depend on the specific needs for each individual project and be reflected in the final Contract.

Assignment and time durations of all Construction Management personnel assigned to the Project by the CM shall be subject to the approval of the OWNER. The OWNER may request the CM to remove from the Project any employee the OWNER deems incompetent, careless, or otherwise objectionable and replace said employee with more suitable personnel. The OWNER may also approve additional personnel classifications if deemed necessary.

All payment requisitions must account for the time of all personnel by name, title, and approved hourly rate.

(\*) Approved Maximum Hourly Rates are those maximum rates in effect through \_\_\_\_\_. The above rates may be adjusted at the beginning of each salary year. Any adjustment is subject to the review and approval of the OWNER's Director, Procurement.

The Consumer Price Index for New York City area shall be used as a guide for any rate adjustment negotiation.

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FEE SCHEDULE PROPOSAL (REVISED)**

**CONSTRUCTION MANAGER AT RISK  
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The fees set forth below are to be based upon the Projected Scenario outlined above and will be used for the Financial Evaluation of this RFP. Bidders must provide all backup as outlined above.

Please Note:

- The unit pricing provided in the back up documentation and outlined above will be applied for actual contractual billing.
- The percentage values for items 2 and 4 below are not to exceed for the duration of the contract.
- During the term of the contract, for each assignment, the Contractor must provide their pricing in the format outlined below with all required backup documentation, as outlined under Appendix Z.

**1. Pre-construction phase** \$ \_\_\_\_\_ / month  
Proposed team based on the projected scenario. Provide breakdown separately.

**2. Construction phase** \_\_\_\_\_ % of Awarded  
subcontracts competitively bid to  
complete the work. Including labor  
costs of self-performed work based  
on the projected scenario.

**3. General Conditions/Project Management** \$ \_\_\_\_\_ / month  
Based on proposed team based on the projected scenario, as of notice to proceed.

**4. Insurance and Bonds** \_\_\_\_\_ % of  
the sum each project construction  
costs.

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_