

Final RFP

Questions and Answers

19-23

19. Article 15 of the DB agreement indicates that project completion is August 4, 2021. Part 3, 1.12, page 12 indicates that the overall project completion is December 15, 2021. Part 3, 25.4, page 165 says that toll booth removal for all locations other than the incentivized toll booth removals shall be completed by August 4, 2021. Is August 4, 2021 the required completion date for the project to avoid liquidated damages?

Answer: There is nothing in Article 15 of DB Agreement that the project completion date is August 4, 2021. The overall project completion date is December 15, 2021. The Design-Builder under Form SCD-1 provides a duration for the overall project completion as part of “Best Value” scoring, not to be later than December 15, 2021. The Toll Booth removals and other associated work as stated in the RFP have to be completed by August 4, 2021. These are separate and distinct milestones, each carrying separate and distinct liquidated damages.

20. DB Agreement Article 14.2E indicates that the Design-Builder shall maintain professional liability insurance coverage of \$5 Million. Does the professional liability provided by the professional design team members suffice for this or is the contractor also required to provide this coverage as well?

Answer: Insurance requirements as stated before are being modified. This question is premature. We hope to have all the insurance requirements for the first amendment.

21. Section 7.3 of Part 3 describes the requirements for public outreach and informational meetings, however it does not specify how many meetings will be required. We need to know the number of meetings anticipated to allocate appropriate cost for this: how many meetings are anticipated?
- a. This section also indicates that the DB team is required to assist the Authority for these meetings including outreach and announcements for these meetings. What means of outreach are required - ad in paper, radio, tv, post cards - and what radius do we reach out to?

Answer: The Design-Builder shall assume potentially 4 separate meeting(s), potentially 1 per Division. Assistance with press releases and public notifications about progression of work is anticipated to be more of the effort. This will be addressed in the first amendment.

22. Article 14.1(4) indicates that subcontractors shall be required to comply with insurance limits in 14.2. The majority of subcontractors do not carry limits as high as shown in Article 14.2. These limits will limit the amount of subcontractors that can participate in this contract, especially MBE/WBE subcontractors. Will NYSTA consider establishing more reasonable limits?

Answer: The insurance requirements as indicated before and as mentioned at the draft

informational meeting are undergoing revisions and will be issued by an amendment, optimistically amendment #1.

23. Article 14.2 (E) Professional Liability Insurance indicates a limit of \$5 Million for applicable services such as erection plans, demolition plans, etc. Generally, most of the smaller firms that provide these services carry a limit of \$2 Million. Will NYSTA consider a \$2 Million limit for design of temporary works?

Answer: See answer to question #20 and #21