

**Contract No. 13-01-18-03 DSU Convocation Center Question's**

<b>Proposed Questions</b>	<b>Answers</b>
<p>Q1. Are firm(s) that are chosen for this contract (either as prime or as sub-consultants to the prime) permitted to compete for the subsequent design and construction of the proposed Convocation Center?</p>	<p><b>A1. Yes.</b></p>
<p>Q2. We are interested in submitting on this RFP but were unable to make the proposal meeting of January 3. Should there be any information update provided as a result could you please copy me on such? If I need to contact you via telephone or do anything to ensure being up to date please let me know.</p>	<p><b>A2. No updates to this point. All updates will be posted to the website for everyone to use.</b></p>
<p>Q3. We are writing to submit the attached request in regard to the University's recent Request for Proposal to solicit proposals to engage a contractor to conduct a Feasibility Study for the construction of a Multipurpose Convocation Center. Should there be any questions, please feel free to contact me directly.</p>	<p><b>A3. NOT A QUESTION</b></p>
<p>Q4. Can you post the attendees at the pre-bid meeting held on January 3rd for the RFP for Feasibility Study for Multipurpose Convocation Center?</p>	<p><b>A4. Please see attached.</b></p>
<p>Q5. The proposed wording of paragraph Q 1., the General Indemnification states that the design professional is to indemnify the University for exposures beyond their negligence (which is the Common Law Standard of Care) and</p>	<p><b>A5. Section will be amended as follows....See Casey Jones, Al Tunnell &amp; Tom Preston for revised wording. May need to reach out to Conner Strong for assistance. (I combined questions 5-7 into one question)</b></p>

<p>including the negligence of the University. Not only does this wording go beyond the Standard of Care it also is unquestionably uninsurable. Please explain the basis for which the University feels that they will be able to transfer such exposures and since these will be uninsurable, how it actually serves to benefit the University. In our years of providing risk management services for design professionals we have never seen such an exculpatory clause from an institution of higher education. No firm that provides a proposal to you for this project will be able to secure coverage that will assume the full exposures in this indemnity clause.</p>	
<p>Q6. I received the Feasibility Study solicitation and although I did not see anything specifically, I am wondering if there is a component for environmental engineering/industrial hygiene or will there be a separate bid for these services?</p>	<p><b>A6. The submitted proposal shall cover environmental analysis of the site. It is the intent that this proposal and feasibility study to cover all areas needed to develop a project of this magnitude.</b></p>
<p>Q7. Is there a mandatory percentage of MVE required for this project?</p>	<p><b>A7. No. Not at this time.</b></p>
<p>Q8. Is complete removal of the Aquatic Research Facility a part of the project, and if so, will it be relocated?</p>	<p><b>A8. The removal of the Aquatic Research Ponds &amp; Facility, if determined to be the most viable location for the Convocation Center, shall be relocated off campus.</b></p>
<p>Q9. Should either DSU or the architect hire a funding consultant?</p>	<p><b>A9. Economic analysis shall be taken into consideration as part of the Feasibility Study. See Sect. II, #15</b></p>
<p>Q10. Are there any other suggested places for the development of this</p>	<p><b>A10. The University is open to other suggested location on the campus as</b></p>

project?	<b>determined by this Feasibility Study.</b>
Q11. Does the University own the land?	<b>A11. Yes.</b>
Q12. Are there any contamination issues?	<b>A12. No. Not to the knowledge of the University.</b>
Q13. Has the Master Plan been adopted?	<b>A13. The Master Plan has been completed and is expected to be adopted by the University prior to the completion this Feasibility Study.</b>
Q14. Who did the Master Plan?	<b>A14. ForeSite in conjunction with Holzman Moss Bottino Architects, LLP</b>
Q15. Have there been any other Convocation Feasibility Studies conducted by the University?	<b>A15. No.</b>
Q16. Is there any other feasibility project planned?	<b>A16. No. Not to our knowledge at this time.</b>
Q17. How much money has been forecast for the Convocation Center?	<b>A17. To date, no dollar amounts have been determined by the University.</b>
Q18. What type of indoor sports does the University have, and what sports are intended to use the new facility?	<b>A18. Currently, DSU has Men's &amp; Women's Basketball as well as Women's Volleyball. It is the intent of DSU to use the new facility for basketball &amp; volleyball games. At this time, we are unaware of any additional athletic programs that may be developed in the future.</b>
Q19. Is seating capacity a facture of budget?	<b>A19. The seating capacity will be directly affected by the budgetary restraints and economic feasibility of this project.</b>
Q20. Section II, #2, calls out the "concept program to expand to a 6K – 10K seat facility." What was the seating capacity that the concept started with?	<b>A20. The latest Campus Master Plan depicts a 6K seat convocation center.</b>
Q21. Based off of Sect II, #15, does the University have any intensions to have the opportunity for a Third Party development / ownership?	<b>A21. The Feasibility Study shall provide information in reference to the viability Third Party ownership / development.</b>

Q22. Is there a potential for a developer to have financial responsibility (partial or sole ownership) for the facility upon development?	<b>A22. That is a possibility. See A21 or this document.</b>
Q23. Are there any specific dates other than those provided by the RFP (funding requirements, construction timelines, construction completion, etc.)?	<b>A23. Not at this time. Planning, design, &amp; construction timetables shall be developed as part of this Feasibility Study. See Section II, #8.</b>
Q24. Is there a requirement or desire for the University to have strictly on grade parking or is a parking structure an option?	<b>A24. The latest Master Plan depicts a parking structure, but the University is open to any viable option determined by this Feasibility Study.</b>
Q25. May we visit the site?	<b>A25. Yes. The site is currently open during operational hours.</b>
Q26. Can DSU provide CAD plan for use in preparing the RFP of the proposed site, adjacent facilities, utilities, and infrastructure?	<b>A26. No. The University shall not provide CAD drawings for the purpose of the RFP proposals.</b>
Q27. Two months timeline is relatively short for a study of this magnitude. Is it possible to have more time?	<b>A27. The expected completion date may be negotiated with or altered by the University.</b>
Q28. The RFP states that fee is to be negotiated. When is the fee expected to be submitted?	<b>A28. The expected negotiation of the fee would be post selection of the awarded bidder.</b>
Q29. Is the work related to this RFP scheduled to be completed by April 1 <sup>st</sup> , 2013?	<b>A29. Yes. See A27 of this document.</b>
Q30. How many on-site meetings with the consultants are expected?	<b>A30. The number of on-site meetings shall be determined by the awarded bidder, with input provided by the University. See Section II, #12 for examples of potential meetings.</b>
Q31. Is a resume for each analysis required?	<b>A31. As per Section IV, b, 4 – Resumes for key individuals assigned to this project are required.</b>
Q32. Although the study calls out that	<b>A32. No.</b>

MBE/WBE “will be afforded full opportunity to submit”, is there a requirement to use these types of Enterprises on this project?	
Q33. Will there be a Construction Manager?	<b>A33. Not as part of this Feasibility Study.</b>
Q34. What types of heating systems are presently being used on campus?	<b>A34. All but one (1) University building use Natural Gas.</b>