

Olean Public Library
Request for Proposals (“RFP”)
For Professional Construction Management Services

Addendum #1 – October 24, 2025

Below are the inquiries received by the Library in response to the RFP and the Library’s responses:

RFI Log – Olean Public Library CM Services RFP

RFI #1 – Safety Responsibilities

- **Reference:** Appendix A (pp. 7–8) vs. Appendix C (pp. 16–17)
- **Question:** Appendix A requires the CM to “establish and maintain a jobsite safety program,” while Appendix C states Trade Contractors are solely responsible for their own safety programs. We interpret that Trade Contractors should bear full responsibility for safety, with the CM providing coordination/oversight.
- **Request:** Please confirm that the CM is to simply coordinate and monitor Trade Contractor compliance as it is industry standard that the trade contractors are to following their programs.

Response: The requirement to establish and maintain a jobsite safety program, will not relieve the Trade Contractors of their respective responsibilities for the safety of persons and property. As stated in Appendix C, “As between the Construction Manager and a Trade/Prime Contractor, the Trade Prime Contractor is solely responsible for the Trade Prime Contractor’s safety precautions and programs.”

RFI #2 – Cost Estimates & Required Milestones

- **Reference:** Appendix A (p. 7) vs. Appendix C (p. 12)
- **Question:** Appendix A requires periodic cost estimates; Appendix C requires estimates at design stages plus monthly construction cost reports.
- **Request:** Please clarify:
 - Which design milestones (SD, DD, CD) require estimates?
 - How many total estimates are required?
 - Will monthly cost reports also be required during construction, and in what format?

Response: Please refer to language in Appendix C, which, in our opinion, does not conflict with Appendix A.

RFI #3 – Authority to Stop Non-Conforming Work

- **Reference:** Appendix A (p. 7) vs. Appendix C (p. 16)
- **Question:** Appendix A authorizes the CM to stop non-conforming work, but Appendix C implies this is in consultation with the Architect.
- **Request:** Please confirm whether the CM will advise the Owner/Architect as they have unilateral authority to stop work.

Response: The CM may require any Trade Contractor to stop the performance of any work which CM observes is not in compliance with the requirements of its respective Trade Contract, the Contract Documents, recognized trade standards or the applicable laws, rules and regulations of any governmental authorities having jurisdiction over the Work and will provide immediate notice to the Architect and Owner of same.

RFI #4 – Construction Trailers and Temporary Facilities

- **Reference:** Appendix C (pp. 12–13)
- **Question:** The CM must make recommendations regarding temporary construction facilities.
- **Request:** Please clarify who is responsible for supplying construction trailers, utilities, and office supplies for the CM.

Response: Until construction begins, office space in the library building will be provided for the CM; after the start of construction, the CM will make recommendations regarding temporary construction facilities, utilities, and needed supplies, in coordination with the architect. Bids for Construction Management Services should reflect the total anticipated costs of these items and be included in the bid price.

RFI #5 – Construction Timeline & Project Duration

- **Reference:** Appendix B (p. 9)
- **Question:** The RFP lists design/bidding milestones but not construction start or completion dates.
- **Request:** Please provide the intended construction start date, substantial completion date, and a total anticipated duration.

Response: While the start date will depend on a number of factors, including receipt of permits, the anticipated timeline for construction is July 2026 through March 2028—a total duration of approximately 18 months.

RFI #6 – Communication with Bidders

- **Reference:** Appendix C (p. 13)
- **Question:** The RFP restricts the CM from communicating with potential bidders beyond advising where bid documents are located. This seems unusual, as CM involvement often encourages bidder participation.
- **Request:** Please clarify whether the CM may work with the Architect/Owner to answer pre-bid questions and encourage competitive participation.

Response: The RFP restricts “discussions with potential bidders.” It does not prevent the CM from assisting/working with the Architect/Owner to answer pre-bid questions.

RFI #7 – Scheduling Responsibility

- **Reference:** Appendix C (pp. 12–15)
- **Question:** The CM is required to prepare both a Project Master Schedule and detailed Construction Schedule.

- **Request:** Please clarify whether the CM is expected to develop a milestone schedule for bidding purposes, while Prime Contractors develop/maintain detailed construction schedules.

Response: Please refer to Appendix C. Among other applicable provisions, please see 8(D) and 9(B)(3).

RFI #8 – On-Site Staffing Requirements (Inspector vs. Senior Manager)

- **Reference:** Appendix A (pp. 7–8) vs. Appendix C (p. 16)
- **Question:** Appendix A requires continuous full-time inspection (typically staffed by a superintendent). Appendix C requires a senior manager to be on site daily and continuously.
- **Request:** Please clarify whether:
 1. A field superintendent is expected to be continuously present,
 2. A senior manager is required full-time on site, or
 3. Both positions are required.

Response: To clarify, the CM must submit a staffing plan for the Library’s approval that requires full-time on-site representation by a representative of the CM with the authority and expertise to carry out the requirements and responsibilities of the Agreement.

RFI #9 – Retention

- **Question:** Documents list out 10% retention on the construction manager. Note that retention is typically utilized for trade contracts not professional services such as Architects and Construction Managers.
- **Request:** Please confirm that the 10% retention is not required for the construction manager.

Response: As set forth in the RFP, the “Library reserves the right to provide for a 10% retainage during the Construction Phase.”

RFI #10 – Insurance: Licensed vs. Authorized in NYS

Reference: Appendix C, Section 21 (E) (Insurance Requirements)

Question:

The RFP requires that each insurer be “*licensed in New York State.*” Most qualified national carriers are “*authorized*” but not “*licensed*” in New York State, which could unnecessarily restrict eligible providers. Authorized insurance carriers are the industry norm.

Request:

Please confirm that “licensed in New York State” can be revised to “authorized to do business in New York State.”

Response: The Library’s preference is that bidders be insured through a licensed NYS carrier. If they are not, they should state why and provide the name of their carrier.

RFI #12 – Primary Coverage of Trade Contractors' Insurance

Reference: Appendix C, Section 21 (Insurance Requirements)

Question:

The RFP requires the CM's coverage to be "*primary and non-contributory for the Owner,*" but it does not address the priority of insurance provided by the Trade Contractors.

Request:

Please confirm that the intent is for Trade Contractors' insurance to be primary for all construction activities, and that CM-Agent coverage will apply only on an excess or secondary basis.

Response: The Trade Contractors will be required to provide applicable insurance coverage for their construction activities pursuant to the applicable Owner-Contractor agreements. The CM's insurance will provide insurance for its own activities, responsibilities, and potential claims pursuant to the contract between the CM and the owner.

RFI #13 – Additional Insured Status and Indemnification from Trade Contractors

Reference: Appendix C, Section 21 (Insurance & Indemnity)

Question:

Appendix C requires the CM to indemnify and defend the Owner but does not provide reciprocal protection for the CM.

Request:

Please confirm whether:

1. The Owner will require all Trade Contractors to indemnify and hold harmless the CM-Agent and
2. The CM-Agent will be listed as an Additional Insured on the Owner's, Architect's, and Trade Contractors' general liability policies, with waivers of subrogation in favor of the CM-Agent.

Response: In applicable Owner-Contractor agreements, the Owner will require that Trade Contractors indemnify and hold harmless the CM and will require that the Trade Contractors name the CM as an additional insured on applicable insurance policies.