

## Q & A

### Victoria Theater Redevelopment Project

### RFP for Operator/Manager of Cultural Space

### Pre-bid Information Session -February 10, 2015

#### Q1: What specific costs will be covered by the developer?

A1: The Project requires the Developer to deliver to HCDC a cultural space with the following specific items:

- General Items to be included
  - o Fire alarm system
  - o Sprinkler/standpipe system
  - o HVAC system
  - o Plumbing
  - o Structural elements including all exterior walls, doors and windows
  - o Electricity to code
- Office, Galleries, Theaters, backstage areas, dressing rooms, staff break rooms/kitchenette and public spaces
  - o Walls: painted sheetrock
  - o Interior doors
  - o Floors: level smooth slab covered by tile or commercial grade carpet
  - o Ceilings: all sheetrock ceilings painted and all acoustical tiles installed as applicable
  - o general space lighting in the form of recessed cans or 2x2 fluorescent grid.
  - o Cabinets installed (staff break room/kitchenette)
- Specialty expenses based on Operator/Manager needs
  - o Theater seating allowance
  - o Stage allowance
- Bathrooms
  - o Fixtures installed and operational
  - o Interior doors
  - o Tile on floors and walls installed
  - o Ceilings sheet rock and painted
  - o General space lighting in the form of recessed cans or 2x2 fluorescent grids
- Items specifically not included in scope include:
  - o Wallpaper
  - o Lighting fixtures (except as noted above)
  - o AV equipment

- o Stage lighting and sound equipment including sound attenuation and supporting armatures
- o Specialty windows and window treatments
- o Artwork
- o Office furniture
- o Moveable partitions
- o All appliances
- o Stages equipment
- o Signage

**Q2: Will the cost of design fees for the cultural space be covered by the developer?**

A2: Respondents should assume that they will be responsible for the design fees.

**Q3: Will the Operator/Manager be able to select the architect for the work related to the Cultural space?**

A3: Given that the cultural space will be filed separately from the rest of the building, the Operator/Manager would be able to select its own architect for any work the Operator/Manager intends to incorporate into the core and shell to be constructed by the Developer. The Operator/Manager's architect will need to coordinate with the building's architect, which is Aufgang Architects.

**Q4: Who will select and pay for specialty consultants such as acousticians and other theatrical consultants to develop the theater rigging, etc.?**

A4: The Operator/Manager will be responsible for any kind of specialty consultants. As it pertains to the cultural space, the Developer is only covering the costs listed in A1.

**Q5: The RFP specifies percentage goals for MBE and WBE goals, but limits their application to ESD and Harlem CDC funded items. As there is no such funding here, is it ESD and CDC's objective that proposers should propose their own numerical goals for subcontracting on Form OCSD-1?**

A5: MWBE goals are applicable to any costs related to properties or other assets owned by ESD and/or Harlem CDC or associated with an ESD or HCDC Project. As such, MWBE goals are applicable to the procurements related to this site.

**Q6: How will proposals be considered that anticipate that most work will be performed in-house such that opportunities for minority contracting might be limited?**

A6: In the event that MWBE participation opportunities are limited and the selected contractor has made good faith efforts in all procurements where MWBE participation potential exists, the contractor may seek a waiver of MWBE goals provided that it is able to clearly demonstrate its good faith efforts. For additional details regarding good faith efforts, please see section 142.8 of the NYCRR5.

NYCRR5: [http://esd.ny.gov/MWBE/Data/01282015 OFFICIAL COMPILATION OF MWBE REGS.pdf](http://esd.ny.gov/MWBE/Data/01282015_OFFICIAL_COMPILATION_OF_MWBE_REGS.pdf)

**Q7: In terms of Completing OCSD-1 will it be permissible to indicate MBE/WBE contracting goals for the first year of operation as opposed to the entire term of the anticipated agreement?**

A7: Goals indicated on the OCSD-1 form apply to the total of all expenditures related to the Project that allow for MWBE participation. They do not relate to a particular time period.

**Q8: Insurance requirements (item 7 A-G page 16 of the RFP) are identified within Submission Requirements. Please confirm that it will be acceptable to confirm that the proposer agrees to comply with all insurance requirements, but that submission of actual insurance certificates can be deferred until the time of contract execution?**

A8: The submission of insurance certificates is not required until contracts are drafted.

**Q9: What types of references are being sought? (e.g. board members, funders, cultural partners, elected officials, other)**

A9: References may include but should not be limited to board members, funders, cultural partners, elected officials and business partners. References should support the Respondent and possess the ability to discuss the Respondents ability to fulfill the requirements of the Operator/Manager.

**Q10: How will common charges within the building be allocated? Will common charges be allocated on a "favored nations" basis? Has this been negotiated with the developers?**

A10: At this point in time, the common charges for the building have not been determined. As the owners of what will be the cultural condominium, HCDC and ESD have every incentive to ensure that the common charges are apportioned in a fair and equitable manner.

**Q11: Will stage rigging systems and permanent sprung dance floors be expenses covered by developer?**

A11: Respondents should refer to the list in A1 above of the expenses covered by the developer.

Covered expenses include an allowance for costs related to the stage and theater seating. The amount of the allowance has not yet been determined. Respondents should assume that any costs above the standard build out will be borne by the Operator/Manager.

**Q12: How will HVAC and utilities be managed and allocated?**

A12: HVAC and utilities in the common areas will be part of the common charges. We anticipate that HVAC and utilities for the cultural condominium unit will be directly metered or sub metered and billed directly to the Operator/Manager.

**Q13: Have allowances been made in core and shell planning for adequate acoustic separation between floors above and below the theater spaces?**

A13: The floors above and below the theater space will share a slab. The cost to soundproof the space to the standards of a particular Operator/Manager would be the responsibility of that Operator/Manager. At present the floors are built to 50 STC. Based on prior studies that have been done and conversations we have had with the project architect, developer and in-house design team, we believe that there are more cost-effective ways to mitigate vibration through measures such as a suspended ceiling and/or wrapping the floor and columns in rubber. We are open to having a conversation with the selected Operator/Manager regarding this issue as we need to have a theater that is functional; however we want to be clear that additional funds are not available at this time to modify the plans for the core and shell.

**Q14: While the RFP notes that the digitized marquee and poster cases at 125th St façade will not be exclusive to the Cultural Arts Space, will there be an opportunity at this facade for significant identifying signage (digitized or not) for the Cultural Arts Space?**

A14: The signage for the building has not been finalized; however our agreement with the developer is that all of the signage would be shared by the hotel, retail and cultural space. The Cultural Arts Space will be a major draw for the hotel and retailers and as such its signage is incredibly important to us. We believe that the historic blade sign that will be re-created will be a significant opportunity to brand the building and block as a cultural destination.

It should be noted that signage design on the 125th Street façade will be subject to review by SHPO, and therefore, may be limited to the marquee, blade sign and a recreation of the original ticket booth that can be as a signage element.

**Q15: Please explain what is meant by “Proposed lease terms that provide opportunities for Harlem CDC to further support the arts industry”?**

A15: Our ultimate goal is to maximize the impact the project will have on the community. To that end, we encourage respondents to propose potential revenue sharing ideas in the out-years that would allow HCDC and ESD to expand support to arts related economic development in Harlem. Given that this is part of the selection criteria, if a respondent believes this is not feasible, we ask that the respondent demonstrate that in their submission with a cash-flow model.

**Q16: When do you expect the building to be completed? What is your timeline?**

A16: We expect that work on site remediation will begin within the next six months. A project of this size will take between 36 to 42 months to complete.

**Q17: What is your timeline for selecting an Operator/Manager?**

A17: It is our intention to move quickly as we want to bring an Operator/Manager on board so that the cultural space can open at approximately the same time the building opens.