



ADDENDUM #4

**General Contractor as Construction Manager
(GC/CM) Services**

**Spokane International Airport (SIA)
Terminal Renovation and Expansion (TREX)
Project
Project #21-44-1708**

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Addendum 4

The following are contract-related questions provided by short listed firms and SIA's responses:

1. Design liability to remain with architect/engineer team, and Contractor's reviews and suggestions are in capacity of contractor.
[See AIA A133-2019, Section 3.1.3.4, and AIA A201-2017, Sections 3.2.2 and 3.2.3.](#)
2. Equitable mutual waiver of consequential damages.
[See AIA A201-2017, Section 15.1.7.](#)
3. Equitable allocation of risk for delay, and entitlement to compensable delay for owner delays (and any party for whom owner is responsible, differing site conditions, and agency delays.)
[See AIA A201-2017, Sections 8.3.1 and 8.3.3.](#)
4. Right to rely on documents provided by the Owner.
[See AIA A201-2017, Sections 2.3.5, 3.2.2, and 3.2.3.](#)
5. Section 00 54 01, paragraph 5.7 states to prepare, for the Owner's review, a detailed estimate of construction costs based on the 90% construction documents within two weeks of receiving these documents. However, A133-2019 paragraph 3.2.1 states the Construction Manager shall prepare a Guaranteed Maximum Price Proposal and GMP estimate within (30) days of receipt of the 90% complete drawings and specifications. Please clarify. Note, on a project of this size we would prefer 30 days over 2 weeks.
[Construction Manager shall prepare a Guaranteed Maximum Price Proposal and Estimate within twenty-one \(21\) days of receipt of the 90% complete drawings and specifications. Both Section 00 54 01 and AIA A133-2019 will be updated to reflect this requirement.](#)
6. Section 00 54 01, paragraph 7.0, Project Team Responsibility Matrix, Task No. 12-Design Phase-Prepare Drawings and Specifications lists the GC/CM as "Help and Assist", we believe this should be revised to "Review/provide comment/evaluate."
[TASK No. 12 – Revise GC/CM responsibility from 2 – "Help and Assist" to 3 – "Review/provide comment/evaluate".](#)
7. Section 00 54 02, paragraph 3.14, Self-Performing Work, last sentence states the total value of the subcontract work performed by the GC/CM may not exceed thirty percent (30%) of the MACC, not including Negotiated Support Services. However, A133-2019, paragraph 3.1.11.4 states no more than thirty percent (30%) of the total sum of the GMP (not including Negotiated Support Services) may be performed or supplied by the Construction Manager. Please clarify whether the calculation should be 30% of the GMP or 30% of the MACC. Note, the GMP includes the GC/CM Fee whereas the MACC does not.
[Per statute, the total value of the subcontract work performed by the GC/CM may not exceed thirty percent \(30%\) of the MACC.](#)
8. Section 00 71 00 Specified General Conditions & Fee, paragraph 1.01 A. prescribes minimum full-

time on -site staffing of a Project Superintendent and a Project Engineer for a period of 28 months.

- We are concerned that prescribing these minimum requirements will cause a disparity or uncertainty amongst contractors in pricing of the Specified General Conditions. We believe this project will require more dedicated personnel beyond a Project Engineer and Project Superintendent. We are concerned it may be construed by some that they are to price these minimum requirements for evaluation of the General Condition price, assuming that they will be reimbursed for their additional staffing costs through Negotiated Support Services (NSS) or other means. We have seen this happen on prior projects and would recommend that the last sentence of paragraph 1.01A be revised to state, The minimum staffing and on- site presence shall be in accordance with AIA Document A133-2019, paragraph 3.3.2.8, Staffing, which states as part of the Specified General Conditions, the Construction Manager shall provide an adequate and experienced staff consistent with or in excess of that specified in its response to the RFP. The staff shall include necessary and appropriate project managers, superintendents, field engineers, engineers, quality control specialists, scheduling engineers, cost engineers, clerical, accounting, and data processing personnel, and others.

Strike minimum staffing requirements from Section 00 71 00; AIA A133-2019, Section 3.3.2.8, will be revised to note that Construction Manager shall provide an adequate and experienced staff consistent with or in excess of that specified in its response to the RFP. At least a Superintendent and Project Engineer will need to be committed to the project and on-site full time throughout the duration of construction. In addition, project staff costs will not be reimbursed through Negotiated Support Services.

9. Section 00 71 00 Specified General Conditions, paragraph 1.01 C, Protection and Safety, all labor, equipment and material costs related to site security, protection and safety shall be priced in the General Conditions. However, AIA Document A133-2019, paragraph 2.0.28 states site security is reimbursed under Negotiated Support Services. This scope of work will be challenging to price until phasing and access plans are developed. We request this scope be included under Negotiates Support Services (NSS).

Revise Section 00 71 00 to note that protection and safety will be included under Negotiated Support Services in lieu of Specified General Conditions.

10. Section 00 71 00 Specified General Conditions, paragraph 1.01 D, Field Offices for Construction Manager and Owner including cleaning shall be priced in the General Conditions. However, AIA Document A133-2019, paragraph 2.0.28 states maintenance of construction office and facilities is reimbursed under NSS. Also, A133-2019 paragraph 7.5.4 states Construction Managers site offices are reimbursed under NSS. Please clarify how these field offices should be priced. If they are to be priced under Specified General Conditions, then please advise quantity and size of Owners field office.

A133-2019 to be revised to state maintenance of construction office and facilities to be included as part of Specified General Conditions for duration of construction. Owner's field office to be:

- minimum 30' x 8' trailer with vinyl floor, panel walls and operable windows.
- Trailer to be on solid blocking, not metal jacks.
- Equip trailer with heat, air conditioning, lighting, electrical outlets, blings and security kit.
- Provide water service
- Equip each exterior door with lock set and separate deadbolt, keyed alike.

- Furnish office with
 - Four (4) 30"x60" tables
 - Two (2) 20" x 60" desk
 - One Plan Table
 - Ten (10) folding chairs
 - One 4x6 dry/erase board
 - Two (2) swivel arm chair, manager workstation type, on castors, adjustable height.
 - Printer/Copier/Scanner and associated supplies to print in color or black and white and be able to print on 8.5x11 and 11x17 paper size.
 - High speed internet connectivity, either direct line or wireless

11.00 71 00 Specified General Conditions, paragraph 1.01 F, Printing and reproduction costs for subcontractor bidding shall be priced in the General Conditions. However, A133-2019, paragraph 2.0.28 states that document reproduction and delivery is reimbursed under NSS. Please clarify. Note, it would be difficult to price the reproduction cost at this time without knowing the size of the plan sets.

Revise Section 00 71 00 to note that printing and reproduction costs to be included under Negotiated Support Services in lieu of Specified General Conditions.

12. Section 00 71 00 Specified General Conditions, paragraph 1.01 I, Progress cleaning shall be priced in the General Conditions. However, A133-2019, paragraph 2.0.28 states that refuse collection, cleanup and trash removal are reimbursed under NSS. Please clarify.

A133-2019 to be revised to state refuse collection, cleanup and trash removal as part of Specified General Conditions.

13. Section 00 71 10 Cost Component Matrix

- Page 00 71 10-3, Testing Laboratory Services provided by Contractor is noted to be included under Cost of Work. Please consider changing this to NSS as most testing firms will not provide lump sum pricing for the overall project. Note, A133-2019 7.6.4 states that CM's testing coordination is included in NSS and is not separately reimbursed as a Cost of the Work.

Testing Laboratory Services is to remain a Cost of the Work.

Coordination of testing is to be included within Specified General Conditions.

- Page 00 71 10-3, Temporary Utilities is noted to be included under Specified General Conditions. Please consider changing this to NSS since it is unknown at this time what the requirements will be. Note, A133-2019 2.0.28 states temporary heat, power and water use during construction, including hookup, meter and fees is reimbursed under NSS

Revise Section 00 71 10-3 to clarify that temporary utilities are to be included as a Negotiated Support Service as noted within the AIA A133-2019.

- Page 00 71 10-4, Temporary Controls- Security is noted to be included under Specified General Conditions. Please consider changing this to NSS since it is unknown at this time what the requirements will be. Note, A133-2019 2.0.28 states site security including lighting is reimbursed under NSS.

Revise Section 00 71 10-4 to clarify that "Temporary Controls - Security" are to be

included as a Negotiated Support Service as noted within the AIA A133-2019.

- Page 00 71 10-4, Temporary Controls- Parking is noted to be included under Specified General Conditions. Please consider changing this to Cost of Work as it would be difficult to price at this time without first establishing the allowable laydown area and size of an employee parking area.

Revise Section 00 71 10-4 to clarify that “Temporary Controls - Parking” are to be included as a Cost of the Work.

- Page 00 71 10-4, Temporary Controls- Project Sign is noted to be included under Specified General Conditions. Please consider changing this to NSS as we would like input from SIA as to what type and quantity of signs are best suited for this project. Note, A133-2019 2.0.28 states temporary signs are reimbursed under NSS.

Revise Section 00 71 10-4 to clarify that “Temporary Controls – Project Sign” are to be included as a Negotiated Support Service as noted within the AIA A133-2019.

- Page 00 71 10-4, Temporary Controls- Field Office and Sheds are noted to be included under Specified General Conditions. Please consider changing this to NSS as noted in Comment No. 6 above.

• A133-2019 to be revised to Field Office and Sheds to be included as part of Specified General Conditions for duration of construction.

- Page 00 71 10-5, Temporary Controls- Project Layout-Survey Reference Points, Project Layout- Establish control points, Project Layout-Record benchmarks and dimensions are all noted to be included under Specified General Conditions. Please consider changing these to NSS, since this effort is difficult to price at this time without knowing what is currently surveyed. Note, A133-2019 2.0.28 states surveying is reimbursed under NSS.

Revise Section 00 71 10-5, “Temporary Controls” as follows:

- Survey Reference Points – Negotiated Support Services
- Establish Control Points – Negotiated Support Services

14. AIA 201-2017, Section 3.18.1.2: Suggest Replacing “(1) the Owner” with “(1) an Indemnified Party” to make it equitable for all parties.

Section 3.18.1.2 of AIA A201-2017 will be updated to make this change.

15. AIA 201-2017, Section 14.2: We would like to see an opportunity for a right to cure. We suggest adding a reasonable opportunity to cure within a period of seven (7) days’ of receiving written notice

Section 14.2 of AIA A201-2017 will be updated to provide an opportunity to cure.

16. Matrix Item #4 (Performance and Payment Bonds and Bid Bonds Provided by Subcontractors) states that these costs fall under the COST OF WORK (MACC). **A133 document Section 7.6.1** which indicates in general that subcontractor bonds are to be included in the Fee. Please clarify.

The cost of mandatory bonds (for subs with contracts above \$300k) are Costs Of The Work. All other costs related to bonds and discretionary risk management tools (like Subguard and subcontractor default insurance) should be included in the Fee.