Science Renovation
Response to Questions Received by 6/24/08

Question
Per the RFQ/P schedule the Architect will be selected by 7/7/08. Can you please inform us immediately upon selection of the Architect?
Answer
The architect selection will be immediately posted on our web site www.uccs.edu/~facsrvs.

Question
Are the interviews still scheduled for the week of 8/4/08? Has a specific day of that week been firmed up?
Answer
Yes, the scheduled week for interviews is 8/4/08 but a specific day (or days) has not been selected.

Question
Please indicate a specific start date and construction completion date.
Answer
Construction will start mid-June 2009 and will need to be completed by mid-July 2010. This will allow UC CS time to move out of the building before the project starts and to move back in before school starts. Firms may propose a sooner completion date.

Question
Please confirm that the construction budget is $12.6 million.
Answer
The construction budget is $12.79 million including landscaping.

Question
The “Designated Services and Method of Payment” matrix is not the same as the standard matrix with items such as “Daily Clean-up”, “Weekly trash removal” and “Final Clean-up” shown to be included in general conditions where in other projects they have been part of “direct cost of work.” Since the final design is not completed, it is not possible to estimate these costs.
Answer
Since UCCS is now doing our projects as LEED projects which include Indoor Air Quality (IAQ) construction plans and methods, these elements of construction need to be part of the general conditions and not an “extra.” The size and timing of the project and area affected are known and costs can be calculated accordingly. The designated costs will stay as shown in the matrix.
**Question**
Suggest moving costs for “Building Permits” and “Plan check fees” to “Required by Owner” instead of splitting them between Contractor and Owner.

**Answer**
This split was done based on the process. During design and submittal of plans the Owner, working with the Architect, will be responsible for plan submittals and approvals. During construction the contractor will be responsible for building permits as they are needed during the construction process. The designated costs will stay as shown in the matrix.

**Question**
There are clauses that imply design responsibility on the Construction Manager...
3.1.2.1 “Formulate...”

**Answer**
It is not the intent of the document to place design responsibility on the Construction Manager but as the CM/GC process implies, it is an expectation that the expertise of the CM will provide input during the design phase. Ultimately the design responsibility will lie with the Architect and their sub-consultants and their stamped drawings. The language will stand as stated.

**Question**
3.5.14 “The CM shall participate in design review session...”

**Answer**
It is not the intent of the document to place design responsibility on the Construction Manager but as the CM/GC process implies, it is an expectation that the expertise of the CM will provide input during the design phase. Ultimately the design responsibility will lie with the Architect and their sub-consultants and their stamped drawings. As noted at the end of the section, “The Architect/Engineer shall collect all design review comments from the various participants, provide reports to the Principal Representative, and ensure that with the issuance of each progress set of design documents all comment have either been incorporate or resolved to the satisfaction of the Principal Representative.” This language clearly shows where the responsibility ultimately lies. The language will stand as stated.

**Question**
There are clauses that imply design responsibility on the Construction Manager...
3.15.1 “…should have known”

**Answer**
The language states that if the “CM knew or by virtue of common knowledge in the construction industry should have known that the design, process or product selected is an infringement of a patent...” It is an expectation of the Owner of the professional members of the Owner/Architect/Contractor team, that their professional expertise includes this knowledge. The language will stand as stated.
**Question**
Liquated Damages and Consequential Damages (sections 3.9.1, 6.2.1, 6.3.3 and 20.1.2.2)

**Answer**
The Owner does not intend to include liquated damages in this contract and schedule changes will be accommodated per the standard contract language. Section 20.1.2.2 allows the Owner to take control of the project if progress is not deemed appropriate. This section is necessary for Owner protection. The language will stand as stated.

**Question**
Indemnification per paragraph 12.1.1 does not limit the indemnification to bodily injury and property damage that is other than the Work.

**Answer**
This language has been provided by the State Controller’s office and cannot be changed.

**Question**
Builder’s Risk Insurance is not specifically addressed in the sample contract.

**Answer**
Builder’s Risk Insurance and the coverage requirements are provided in section 11.4.1.