



Judicial Council of California

ADMINISTRATIVE OFFICE OF THE COURTS

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ADDENDUM 1

Date

October 1, 2010

To

Potential Proposers

From

Judicial Council of California

Administrative Office of the Courts,

Office of Court Construction and

Management

Action Requested

Please review updated RFQ/P

Schedule Below and Other Addendum 1

Items and Q&A

Deadline

N/A

Contact

occm_solicitations@jud.ca.gov

Subject

Addendum No. 1

CM@Risk Services for New San Jose

Family Justice Center

Solicitation Number: OCCM-2010-23-GS

1. The Schedule of Events (Revised)

No.	Events	Dates (Calif. Time)
1	Pre-Proposal / Project Review Teleconference. Telephone Participants Dial: 877-455-8688 Participant Code: 900364	3:00 to 4:30 pm on September 10, 2010
2	Deadline for submission of Proposer's Requests for Clarifications re: the RFQ/P and non-binding email of Intent to Respond	12:00 noon September 21, 2010
3	Clarifications, Modifications and Answers to Questions posted on "courtinfo" website: http://www.courtinfo.ca.gov/reference/rfp/	5:00 pm on September 28, 2010 (estimated)
4	Proposal Due Date and Time	1:00 pm on October 15, 2010
5	Posting of Short Listed Proposers on courtinfo website	November 5, 2010
6	Walk through for Shortlisted Proposers at Project Site	November 12, 2010 at 10:30 pm
7	Interviews of Short Listed Proposers at the AOC Bay Area /Northern Coastal Regional Office – San Francisco	December 7, 2010
8	Posting of Intent to Award on courtinfo website	December 14, 2010

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2. There will be a walkthrough for Shortlisted Proposers on Friday, November 12, 2010 at 10:30 am at the Project Site.
3. Attachment J, Addendum 1, is comprised of two files: Final Study and Mitigated Negative Declaration and Notice of Determination attached to this Addendum 1.

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#	RFQ Reference	Question	Answers
1	RFQ/P – Articles 3.1 & 4.4	<p>Instructions for Tab 1 - Cover Letter states that proposers should indicate their ability to quickly begin work in the Acquisition and Feasibility Studies Phase. However, according to Article 3.1, the Acquisition and Feasibility Studies Phase was completed 6/11/10 and is NIC. Similarly, instructions for Tab 6 in Article 4.4 – Proposed Approach ask for strategies regarding feasibility studies.</p> <p>Please clarify.</p>	<p>Tab 1: delete “Acquisition and Feasibility Studies” and replace with “Preliminary Plan”</p> <p>Tab 6: delete “Feasibility Studies”</p>
2	RFQ/P – Article 8.0 & DVBE Participation Form	<p>Article 8.0 of the RFQ/P states that the selected Contractor will be required to complete a DVBE Compliance Form <i>when bidding the project for construction</i>. However, the DVBE Participation Form included in the RFQ/P has a note stating <i>“Incomplete documentation may result in disqualification from further participation in the selection process for this solicitation.”</i> Please confirm that this form does not need to be submitted with the Qualifications and Proposal for Preconstruction Services and Construction Manager at Risk Services, (and will be submitted by the successful CM@Risk after they have bid the project out to the subcontractors).</p>	<p>We confirm that it doesn't need to be submitted with this solicitation.</p>
3	Attachment C	<p>In the RFP for CM@R for the San Jose Family Justice Center project it mentions in Attachment C Scope of Services on page 4 - Miscellaneous Project Costs #10 Testing & Inspection as being a cost paid by State. Will there be a consultant selected to do this (special inspection services) aspect and will there be a separate RFP?</p>	<p>The AOC will be soliciting new Master Agreements for Testing and Inspection for all our Projects. There is no plan to have a separate solicitation for the San Jose Family Justice Center.</p>

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#	RFQ Reference	Question	Answers
4	RFQ/P	I am interesting in acquiring the Phase I and Phase II environmental study that was conducted for this project in 2010. I understand that it is available via the website; however, I am having difficulty locating it. Could you direct me to this document?	Please see Addendum item #3 above. The document is attached to this Addendum 1 as part of Attachment J.
5	RFQ/P, 4.4 , Preparing Your Proposal, Tab 3, page 7	"Each individual should also have at least two (2) references submitted in the form of Attachment J, Reference Check Form, in the manner described on the form."What is this form and where is it described?	This should be deleted. We are not using that Reference Check Form in this solicitation.
6	RFQ/P– Article 8.0 & DVBE Participation Form	Does the DVBE entity need to be listed in the proposer's RFQ/RFP response or can the DVBE entity be announced once the project is awarded?	Please see response to question 2. If the awarded Contractor has a DVBE to report during preconstruction they could report it once awarded; otherwise, the DVBE response would not be due until after the successful CM@Risk has bid the project out to the subcontractors
7	RFQ/P– Article 8.0 & DVBE Participation Form	Does the DVBE proposal form need to be completed and submitted with the response?	Please see response to question #2 above.
8	General	When do you expect to issue the RFQ/RFP for Testing and Inspection services?	Mid-October, but that is subject to change. Please monitor our website.
9	General	Will you issue a separate Testing and Inspection RFQ/RFP for each County Courthouse?	No, that is not the plan. We hope that the upcoming RFQ/P will provide us with master agreements with Statewide coverage. Please monitor our website.

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#	RFQ Reference	Question	Answers
10	General	Will there be a DVBE and or other subcontracting requirement(s) for the upcoming Testing and Inspection RFQ/RFP(s)?.	Yes. Please monitor our website for specifics.
11	Attachment C – Construction Phase Scope Detail	Is CM @ Risk responsible for providing Office Trailer / Space for the AOC?	Yes, as part of Temporary Facilities.
12	General Conditions 7.3.7 & Attachment F	<p>a) Please clarify the amount for liquidated damages; \$2,000 or \$6,000 per day?</p> <p>b) Do liquidated damages apply upon Contractor’s failure to achieve Substantial Completion of the Work or Final Completion?</p>	<p>a)General Conditions 7.3.7 should be corrected to \$6,000 per day to conform with Attachments A and F.</p> <p>b) Liquidated damages apply if the project is not completed by substantial completion.</p>
13	RFQ/P, page 7, Tab 4., 330 Part I (F): Example Projects	The RFQ states: “Construction shall have been completed within the past five years and have a construction cost over \$150,000,000.” In an effort to maximize each team’s demonstrated experience, A) Can we include projects from the past 10 years similar to previous AOC RFQ requirements? B) Can we include projects that have a construction cost over \$100,000,000?	<p>The requirement is changed to allow for the inclusion of projects from the past 10 years.</p> <p>The “over \$150,000,000” requirement stands as originally stated.</p>

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#	RFQ Reference	Question	Answers
14	Attachment A, Exhibit C & Attachment F	Please clarify if CM@Risk is to provide insurance coverage's during the Preliminary Plan and Working Drawing Phases per Attachment A, Exhibit C 11.A & B or will this coverage be provided under the OCIP? Attachment F, single asterisk note, indicates for CM@Risk to provide insurances during the Preconstruction Phases "other than insurance provided by the AOC under the terms of an owner controlled insurance program".	The CM@Risk is to maintain insurance as required under Attachment A, Exhibit C Article 11.A & B until the Project is approved for the Construction Phase . At the initiation of the Construction Phase the OCIP program will be in force and will provide insurance for the CM@Risk contractor, its subcontractors, and their sub-subcontractors doing work at the Project Site. The CM@Risk contractor must continue to provide insurance for off-site work and for certain other exposures such as automobile liability as required under the terms and conditions Article 11.1 of Attachment H – General Conditions for the Contract of Construction.
15	Attachment H General Conditions & Attachment C	Attachment H – General Conditions, Article 6.7.1 and Article 6.7.2 defines costs that are considered Direct Cost of the Work and costs that are to be reimbursed through the Contractor's fee percentage. Attachment C – Construction Phase Scope Detail also outlines items that are Direct Cost of the Work and items that are part of the Contractor's fee. In the case of conflict between the General Conditions and Attachment C, please clarify which document will govern; for example, the General Conditions indicates the costs of removal from debris from the site is a Direct Cost of Work (6.7.1.4.2), however Attachment C (temporary Utilities Item 13) indicates that trash dumpster removal/hauling cost is part of CM@Risk fee.	Attachment C prevails for this solicitation.

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#	RFQ Reference	Question	Answers
16	RFQ/RFP	I am tracking on this project as we are foundation sub contractors. Do you know if there is a geotech evaluation on this project? It would be helpful for us to view to decide if this project is worth tracking.	There is no geotechnical report for this project.
17	RFQ/P	Is there is a small business goal to meet aside from the DVBE goal?	There is no small business goal. We do encourage local outreach to subcontractors and the Proposers will be scored on their outreach plans.
18	General Conditions 11.2.2	Based upon the size of this project, the OCIP limits of \$25M are inadequate. Recommend consideration to increase limits to \$75M.	ADVISORY regarding the limits of liability indicated under the terms and conditions Article 11.2 of Attachment H – General Conditions for the Contract of Construction: At the time beginning of the Construction Phase appropriate limits of liability adjusted for the particular Project, will in consultation with the CM@Risk be purchased and maintained throughout the terms of the Project and the completed operations period.
19	General Conditions 11.2.1.2	Can Contractor anticipate to be added to the OCIP policy as an additional insured in name?	As set forth under Article 11.2.1.1 the CM@Risk contractor, its subcontractors, and sub-subcontractors of every tier will be Named Insured for their work at the Project site.

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#	RFQ Reference	Question	Answers
20	General Conditions 3.2.6	<p>Section provides that Contractor bears the risk of loss, injury or damage to any part of the work (except an Act of God, a natural disaster as proclaimed by the government, an act of public enemy, or damage caused by the government). Can this section be revised to limit Contractor's risk to only those damages that are Contractor's fault or are otherwise covered by insurance?</p>	<p>No. The builders risk insurance, the commercial general liability insurance, and the excess liability combined provide insurance protection that would be at least equivalent to what a usual contractor under similar circumstance would otherwise provide if it were insuring the construction activities at the Project site. Therefore, there is no difference in the risk to the contractor resulting from an OCIP.</p>
21	RFQ/P – Articles 3.1 & 4.4	<p>Instructions for Tab 1 - Cover Letter states that proposers should indicate their ability to quickly begin work in the Acquisition and Feasibility Studies Phase. However, according to Article 3.1, the Acquisition and Feasibility Studies Phase was completed 6/11/10 and is NIC. Similarly, instructions for Tab 6 in Article 4.4 – Proposed Approach ask for strategies regarding feasibility studies.</p> <p>Please clarify.</p>	SEE ITEM 1 RESPONSE

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#	RFQ Reference	Question	Answers
22	RFQ/P – Article 8.0 & DVBE Participation Form	Article 8.0 of the RFQ/P states that the selected Contractor will be required to complete a DVBE Compliance Form <i>when bidding the project for construction</i> . However, the DVBE Participation Form included in the RFQ/P has a note stating " <i>Incomplete documentation may result in disqualification from further participation in the selection process for this solicitation.</i> " Please confirm that this form does not need to be submitted with the Qualifications and Proposal for Preconstruction Services and Construction Manager at Risk Services, (and will be submitted by the successful CM@Risk after they have bid the project out to the subcontractors).	CONFIRMED. Please see response to question #2.
23	RFQ/P – Article 4.4	Instructions for Tab 3 state that each resume should include 2 references. Also, individuals should have at least 2 references submitted in the form of Attachment J, Reference Check Form. Should the references be included on the resume, as well as on the Reference Check form? (We do not see this form posted on the website. Where can we access Attachment J?)	As indicated in question 5 response, there is no Attachment J. Please include references under tab 3.
24	Attachment E, Contractor's Statement of Experience	Item 14.5 requests copies of our firm's OSHA No. 300 and 300A logs covering the past 3 years. Should these logs be included in Tab 8 (Technical Qualifications Questionnaire) or 8.1 (Supporting Documentation: Safety Record) of our SOQ?	They can be included in 8.1 supporting documentation.

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#	RFQ Reference	Question	Answers
25	Attachment A – Statement of Work .2Y	States that the GMAX includes “General and Supplementary Conditions”. This term is not defined. What is the definition?	General Conditions refers to Attachment H, General Conditions for the Contract for Construction, 00700, attached to this RFP. Supplementary Conditions, 00800, will be developed prior to the start of construction with the successful CM@Risk proposer. It will contain finalized project specific items such as Contract Time and other items of specific importance to the Project. Please see 6.7.1 of Attachment H for more specifics.
26	Attachment A – Statement of Work .4A. 16(iii)	Requires that the “Contractor ensure that all drawings and specifications shall be reviewed and checked by at least one professional trained in the same discipline as the professional who prepared the drawings and specifications”. Do those individuals need to be licensed in the same discipline? Can they be internal individuals with significant training and experience?	Individuals need to be properly licensed in the same field.

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#	RFQ Reference	Question	Answers
27	<p>Attachment H – General Conditions 4.1.4</p> <p>Attachment A, Standard Agreement</p>	<p>States that the Contractor is prohibited from self-performing construction work. However, the Standard Agreement, Basic Services A.15 requires that the Contractor “provide all necessary materials, facilities and ancillary services (such as cleanup) necessary for provision of the Services not being provided by the Subcontractor(s) when necessary for the performance of the Services during construction and for completion of the construction”. It would therefore appear that the Contractor will be required to provide SWIPP services, cleanup, temporary construction and construction necessary for safety and that such services are ancillary and not anticipated in the prohibition of direct work under 4.1.4. Please verify.</p>	<p>Verified. General Conditions 4.1.4 refers to actual construction for the Project during the Construction Phase, direct work.</p> <p>The services you refer to under Attachment A, Standard Agreement, Basic Services, A-15, refer to what is to be provided as part of the Contractor’s Construction Phase Services.</p>
28	<p>Attachment H – General Conditions 7.3.7</p>	<p>Article 7.3.7 specifies Liquidated Damages of \$2,000 per day and the Fee Proposal Form for Construction Manager at Risk indicates \$6,000 per day. Article 1.5.1 gives the General Conditions priority. Will 7.3.7 be modified through addendum to reflect \$6,000 per day Liquidated Damages?</p>	<p>See response to 12. Yes, it is hereby modified by this Addendum 1, Q&A and will be conformed to \$6,000.</p>

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#	RFQ Reference	Question	Answers
29	Attachment H – General Conditions 6.7.2.3 and 3.7.1	<p>3.7.1 refers to Attachment 1 to this Division 00700 – General Conditions of the Contract for Construction for items that will be “Paid by State”.</p> <p>6.7.2.3 requires the contractor to pay for permits and inspections for which the Contractor is required by the Contract Documents to pay as part of the Contractor’s fee percentage.</p> <p>Attachment C, Construction Phase Scope Detail would appear to function as the document referred to as “Attachment 1 to this Division 00700 – General Conditions of the Contract for Construction” in 3.7.1. and calls out under Miscellaneous Project Costs which items will be paid by the state.</p> <p>Please clarify.</p>	Attachment C to this RFP will become Attachment 1 to what will be Exhibit H, General Conditions of the Contract for Construction, 00700, in the Contract that results from award of this RFP.
30	Attachment C and Attachment H – General Conditions	<p>Article 11.3.1 of the General Conditions specifies that “The cost for these bonds (performance and payment) shall be a Reimbursable Expense. Attachment C says that the performance and Payment bonds of Contractor will be part of the Construction Phase Services (fee). Please clarify if the performance and payment bonds of Contractor are reimbursable or part of the Construction Phase Services fee. This question also has application to the previous question regarding Attachment 1 to Division 00700 General Conditions of the Contract for Construction.</p>	The Contractor’s performance and payment bonds is part of the Construction Phase Services as indicated in Attachment C Construction Phase Scope Detail, but is reimbursable as a lump sum payment in conformance with Article 11.3.1 of the General Contract for Construction, Document 00700.
31	N/A	Is there a preliminary site plan available to proposers for logistic planning purposes?	No

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#	RFQ Reference	Question	Answers
32	Attachment C – Construction Phase Scope Detail – Temporary Facilities – Item 20 & 21	As each Subcontractor’s requirement for parking and staging may vary by firm and by work category, and is unknown at this time, is it acceptable to include Subcontractor Parking and Subcontractor Staging as a Direct Cost of the Work in lieu of including it as part of the CM @ Risk fee?	No
33	Tab 4. 330 Part 1 (F): Example Projects	The RFQ states: “Construction shall have been completed within the past 5 years and have a construction cost over \$150,000,000. “ Can we use projects from the past 10 years like previous AOC RFQ requirements?	Please see response to question #13.
34	Attachment C, Construction Phase Scope Detail Attachment H, General Conditions, 11.3.1	In the scope detail matrix, under Miscellaneous Project Costs, the cost of the performance bond is included within the Construction Phase Services. General Conditions, Article 11.3.1, states that the cost for performance bonds shall be a reimbursable expense. Is it acceptable to consider the performance and payment bond as a reimbursable expense	The Contractor’s performance and payment bonds is part of the Construction Phase Services as indicated in Attachment C Construction Phase Scope Detail, but is reimbursable as a lump sum payment in conformance with Article 11.3.1 of the General Contract for Construction, Document 00700.
35	Attachment C – Construction Phase Scope Detail	Is CM @ Risk responsible for providing Office Trailer / Space for any entity other than itself? If so, please provide requirements, including temporary services and furnishings if applicable; i.e. power, data, phone, water, desks, chairs, plan tables, filing cabinets, etc.	Please see response to question 11. We won’t provide that level of detail with this CM@Risk RFP.

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#	RFQ Reference	Question	Answers
36	Exhibit A	Attachment A (ii) Mechanical and Structural Peer reviews required at various stages of design are not defined and can have a significant cost variation depending on the extent of the review. Can a better definition be provided?	Peer review required is NOT a plan check. In Design Development phase, the AOC expects input on the appropriateness of the systems choices, analytical methods, etc. In Working Drawings phase, the AOC expects input on whether the scope has been appropriately addressed, etc.
37	Attachment H – Article 11.2	Please confirm that an OCIP program will be deployed, the cost of all insurance including Builders Risk as defined by 11.2. Only those insurance items not covered by the OCIP must be included in the direct cost of work.	The AOC will implement an OCIP and will directly pay for the cost of the included insurance. The CM2Risk Contractor will be responsible to provide the insurance required under the terms of Article 11.1 of Attachment H – General Conditions for the Contract of Construction as part of the Construction Phase services as indicated in Attachment C Construction Phase Scope Detail.
38	Attachment C	The following items are included in the attachment as a part of the CM at Risk Fee: Recycling/Trash Dumpster Removal/Hauling, Trash Chute and Hopper, Barricades, Opening Protection, Drinking Water/Cooler/Cups, Safety First Aid Supplies, Site Security, Storage Trailer and Tool Shed Rental and Safety Railing and Nets. Please confirm if these items can be included as a part of the cost of work as it relates to the Subcontractors scope of work.	Not confirmed. This is part of the Contractor's Construction Phase Services.

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#	RFQ Reference	Question	Answers
39	Attachment C; Temporary Utilities	Request clarification: In Attachment C, Table “Temporary Utilities”, items 1 thru 9 are you asking us to include pricing for the temporary utilities (telephone, elect. Power, water service, heating & cooling). Is it a correct assumption that these utilities are just for the office trailers and are the only utilities to be carried in the construction phase services cost.	Yes. Confirmed.
40	RFQ/P	<p>My company is a small, woman, DBE and minority professional staffing solutions since 1988 in San Jose CA. I email the first questions and I am emailing the second sets of Q.</p> <p>I was not able to attend the Pre-Proposal teleconference last Sept. 10, 2010, is there a recording available?</p> <p>Is there a way to find out the list of the attendees or the interested party? I am inquiring to find out the subcontracting staffing opportunities available.</p>	<p>There is no recording available and as attendees were not required to identify themselves we won't provide any list at this point.</p> <p>There will be a list of shortlisted contractors provided with their addresses.</p> <p>There will also be outreach opportunities as we anticipate public meetings will be held to enable local subcontractors and vendors to learn more about how they can compete for work during the Subcontractor Bidding Phase. Please review RFP documents, especially Exhibit A to Attachment A, Standard Agreement, for anticipated schedule and other information regarding that phase.</p>