



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

455 Golden Gate Avenue • San Francisco, California 94102-3688
Telephone 415-865-4200 • Fax 415-865-4205 • TDD 415-865-4272

ADDENDUM 3

Date	Action Requested
July 13, 2009	Please review the attached responses to questions regarding the RFQ/P
To	Deadline
Qualified General Contractors	See attached addendum
From	Contact
Judicial Council of California	occm_solicitations@jud.ca.gov
Administrative Office of the Courts, Office of Court Construction and Management	
Subject	
Addendum No. 3 New Hollister Courthouse Solicitation Number: OCCM-FY2008-14	

-
1. Exhibit A of Attachment A, Contract Schedule, G.2, Construction Phase, page A-18 is changed to read: "Estimated completion date of Construction: Not more than 490 Calendar Days."
 2. Attachment F, Fee Proposal Form, is deleted in its entirety and replaced with the attached Attachment F, Fee Proposal Form, Addendum 3.
 3. Attachment J, Sustainability/LEED Description is now attached.
 4. Attachment C, Construction Phase Scope Detail is deleted and replaced in its entirety with the attached Attachment C, Construction Phase Scope Detail, Addendum 3.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
1	Attachment A, page A-13 and Paragraph G, page A-18.	Hollister was changed to read <u>490 cd's</u> on Pg 13 of the Attachment A, but left blank on Exhibit A (see par G. "Construction Phase")	It should read "490" in both places. Please see Addendum Item #1.
2	3.0 Project Description/Attachment F	Please clarify project duration as 490 calendar days in Paragraph 3.0 of the RFP conflicts with estimated construction duration of 728 calendar days in Attachment F(pg. 3). Which duration will be used to assess liquidated damages?	Please see Addendum Item #2.
3	Attachment I/Rev. 1-Cost Responsibility Matrix	Please clarify Owner's and Contractor's responsibilities for Telecom/AV/Data network: routers, switches, etc. and for Un-interruptible Power Supplies. Will both items be quoted as OFCI in the Base Bid and quoted as an alternate price for CFCI?	For both items, base bid is owner furnished, contractor installed and alternate is contractor furnished, contractor installed.
4	Attachment F/Fee for Preconstruction Phase.	Who is the Architect for this project? Have all of the consultants been selected and can this list be made available to bidders? Will any items of work be Design/Build?	SmithGroup, Inc. is the architect. All subconsultants have been selected. The CMAR will advise regarding scope of the design-build trades.
5	Attachment F/Fee for Preconstruction Phase.	What is the design schedule for the Preliminary Plan Phase(Design Development only) and Working Drawing Phase?	Design Development will be 8/3/09 to 11/30/09. Working Drawings will be 12/1/09 to 5/10/10.
6	RFP/Q 4.4, Tab 10	Will reviewed financial statements be an acceptable substitution for the audited financial statements requested in this section?	No. The AOC requires "audited and already published Financial statements."
7	Attachment J Sustainability/LEED Description	This form is not available on the website (http://www.courtinfo.ca.gov/reference/rfp/hollister-rfq.htm), but is listed as an attachment in the RFQ/P.	Please see Addendum Item #3. Attachment J is now available.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
8	Exhibit A of Attachment A (Statement of Work)	Clarify items .4A.11, .4A.16.(iii), .4B.1(ii) and .4C.1(iv) of the Statement of Work that the contractor is responsible to retain independent structural and mechanical engineers to provide peer review of AOC's structural and mechanical designs. If structural and mechanical peer review is required to be performed by the contractor, confirm that the contractor is not required to provide peer review for other design disciplines.	California licensed engineer is required for constructability peer review of the structural and mechanical systems. Constructability review of all other trades and disciplines can be by non-licensed individuals.
9	Exhibit A of Attachment A (Statement of Work)	Clarify contractor's obligations under items .4A.11, .4A.13, and .4A.16.(iii) of the Statement of Work. What does the AOC require of the contractor in order to assist the architect in providing the Construction Documents? What does the AOC require of the contractor to review the Construction Documents for conformance with applicable statutes, codes, regulations, etc. These functions are generally the responsibility of professional designers and not contractors. Please clarify the contractor's expected obligations.	The sections cited ask for ongoing assistance from the CMAR to review constructability, installation sequencing, materials selection, costs, and schedule. The CMAR and its subcontractors are asked to provide input on the code as it relates to materials and installation.
10	Exhibit A of Attachment A (Statement of Work)	Clarify items .4B.1(iii) and .4C.1.(i) of the Statement of Work. .4B.1(iii) requires that the contractor certify that the AOC's designs are in conformance with the Project Program and the State's quality standards. Shouldn't AOC's design professionals be responsible for this certification of their work product and not the contractor?	In this context the meaning of "certify" refers to constructability.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
11	Exhibit B of Attachment A (Payment Provisions); Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Clarify the items that are to be included as elements of the Contract Sum/GMAX. The list of items in .1 of Exhibit B of Attachment A, Payment Provisions is not consistent with the elements of the GMAX listed in 1.1.30 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk.	Exhibit B of Attachment A is applicable to the Preconstruction Phase.
12	Exhibit B of Attachment A (Payment Provisions); Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Does the liquidated damage amount in .1D of Exhibit B, Payment Provisions (and 7.3 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk) apply upon contractor's failure to achieve <u>Substantial Completion</u> of the phase 2 construction work (new building) or <u>Final Completion</u> of all construction phase Work?	Substantial completion.
13	Exhibit C of Attachment A (General Terms and Conditions)	Clarify the language in the last sentence of item .11B.1 of Exhibit C, General Terms and Conditions. Is this provision intended to require that the limits of contractor's general liability insurance be applied as dedicated limits for each additional insured or as project-dedicated limits? Normally, general liability insurance limits apply as project-dedicated limits.	Project dedicated limits applicable to Preconstruction Phase. The aggregate limit of liability applicable to the commercial general liability policy is a project aggregate that is further applicable only to the preconstruction phase. Article 11 of Exhibit H General Conditions of the Contract for Construction (Document 00700) applies to the Construction Phase of the overall project.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
14	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Clarify the intent of the Contractor's Contingency, 6.6.2 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk. Since the designers' are not under contract to the contractor, it's possible that recommended changes may not be made which could have the effect of making the 3% contingency inadequate. (Typically, Contractor's Contingency is for errors and omissions of the <i>contractor</i> , not the designer.)	A CMAR is very involved in reviewing the design for constructability. This effort allows the contractor's contingency to be reduced.
15	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Clarify that the Cost Clarifications in 6.7 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk apply to define the "direct costs of the Contractor for construction of the Project" as an element of the Guaranteed Maximum Price. The confusion arises because this provision is included in the section labeled "Article 6 – Changes in the Work". If this definition only applies to Changes, then what definition applies to define Direct Costs of the Contractor for construction of the Project?	Definition is not restricted to Article 6.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
16	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Clarify the intent of the restrictions on reimbursement for contractor's Construction Phase Services under paragraph 6.7.2 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk, when compensation for Construction Phase Services (general conditions costs) will be based on a fee percentage of the Direct Costs of the Work. In other words, how will the restrictions/limitations on contractor's Construction Phase Services (general conditions) labor costs, materials, equipment, temporary facilities, etc. listed in 6.7.2.1.1, 6.7.2.1.2, 6.7.2.1.3, and 6.7.2.2 be applied to limit contractor's compensation when the documents establish that compensation for contractor's Construction Phase Services will be as a percentage of Contractor's Direct Cost of the Work?	The intent is as stated in 6.7.2.
17	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Clarify the second sentence of 7.4.3 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk. Specifically, why would the contractor be responsible for paying the additional charges for the owner's engineering and inspection services in situations where the owner has granted the contractor an extension of time – presumably because a delay has been determined to be "unavoidable"?	The contractor will not be responsible for paying the additional charges for the <u>owner's</u> engineering and inspection services.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
18	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Clarify 8.7.2 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk. Shouldn't this provision state that the contractor's final invoice should include "conditional" lien and stop notice releases and not "unconditional" lien and stop notice releases since the releases will be required before final payment is made by AOC?	Provision correct as stated.
19	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Clarify 11.1.2.1 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk. Is it permissible for the contractor to satisfy the coverage limits with a combination of general liability and umbrella insurance policies?	Yes. If the AOC does not provide all or part of the construction phase insurance as allowed for under Article 11.2.2 of the General Conditions of the Contract for Construction (Document 00700) the Contractor may use any combination of insurance policies to fulfill the obligations of Article 11.1.2.
20	Exhibit B of Attachment A (Payment Provisions)	.1. - Contract Amount: The first sentence appears to be missing language between "may be" and "the Contractor".	The first sentence should read: "The total amount the AOC may pay the Contractor under this Agreement will not exceed the Contract Amount of \$_____ as set forth in this Exhibit."

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
21	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk); Attachment C (Construction Phase Scope Detail)	Per Attachment C, bidders are to include the cost of the premium for Builder's Risk insurance. Clarify if bidders are to include the cost of earthquake coverage in the Builder's Risk policy. 11.1.2.4 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk, states that it shall be included "if available at commercially affordable costs as reasonably determined by the AOC".	The Contractor should include the earthquake insurance in the Builder's Risk policy and be in a position to provide the AOC with a specific cost of earthquake insurance. If it is determined that earthquake insurance will not be purchased then the cost of coverage will be reduced and the contract amended accordingly.
22	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk); Attachment C (Construction Phase Scope Detail); Exhibit C to Attachment A (General Terms and Conditions)	Clarify 11.3 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk. Will AOC reimburse the contractor for the premium costs of Contractor's performance and payment bonds as a direct reimbursable expense outside the GMAX? Note possible conflict with 6.7.2.3.1, Attachment C (Miscellaneous Project Costs Item 1) and .5G of Exhibit C to Attachment A.	Performance and payment bonds are a direct reimbursable expense outside of the GMAX.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
23	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Clarify 12.1.2 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk. Must the contractor notify AOC prior to covering up ALL work or just work identified in the Contract Documents as requiring inspection and/or testing as required by 3.13 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk? If the contractor must notify AOC prior to covering up all work, then advise if AOC will be providing a full-time inspection agency to observe the work in order to not delay the contractor's performance.	Where required by code, specifications or these documents covering is not permitted until inspection by AOC or its consultant inspector. Inspector will not be full time.
24	RFQ/P, page 8	When can we expect plans to be posted on the web site.	Since SD will not be completed until after proposal due date, refer to floor plans in the Hollister pre-design booklet on the AOC, FTP site.
25	Exhibit A of Attachment A, page A-18	Will you be publishing the corrected contract duration 490 vs. 728 cd's and an updated complete Contract Schedule A-18 Exhibit A	Yes.
26	RFQ/P	Please verify if start of construction is Feb 2011 as indicated during the call in June 24 th '09 and not Nov 2010 as indicated in the RFQ/P documents	Per RFQ/P, Section 3.0, page 4 of 22, Construction Phase starts July 2010
27		If we choose to utilize the services of a subcontractor to provide Peer Review, (ie., a Mechanical Contractor who possess a Calif. PE license) are they precluded in anyway from competing for the actual work itself?	Participants of Peer Review should not compete for the actual work.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
28	Exhibit B of Attachment A; item 1 Contract Amount, par B.1.(ii)	General Conditions are based on several factors, duration, purported budget, complexity of project, location, etc. Given economies of scale, if there is a dramatic reduction in either budget or duration how are the G C's going to be dealt with equitably? See Exhibit B of Attachment A; item 1 Contract Amount, par B.1.(ii)	In either case equitable adjustments may apply.
29	Exhibit C of Attachment A (General Terms and Conditions); Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Item .11B.1 of Exhibit C, General Terms and Conditions and Item 11.1.2.1 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk state that Contractor's Commercial General Liability policy shall include coverage for liabilities arising from professional services provided in connection with the Services. Can this requirement be met with a separate Professional Liability policy?	Yes, a separate professional liability insurance policy is one acceptable means to comply with this requirement.
30	Exhibit C of Attachment A (General Terms and Conditions)	Follow up to previous question # 7: IF the provision in the last sentence of item .11B.1 of Exhibit C, General Terms and Conditions is not intended to apply as project-dedicated limits, is it intended to be "...This insurance shall apply separately to each <i>named</i> insured against..."?	No, the separation of insurance condition of the commercial general liability insurance policy provides for the insurance to apply separately to each insured.
31	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Item 11.3.1 requires the Contractor to provide 100% Performance and Payment bonds for this project. Is a Bid Bond required to be submitted with the proposal?	No.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
32	Attachment C/Misc. Costs/Item 1	Where are the requirements for insurance and Builder's Risk defined? What coverage should Builders Risk policy include? Is earthquake coverage required? What are deductibles and who is responsible to pay deductibles?	The requirement for Builder's Risk insurance are found in Exhibit H, General Conditions of the Contract for Construction (Document 00700) Article 11.1.2 or if provided by the AOC, Article 11.2.2.
33	Attachment C/Temporary Utilities/Item 14	What are the requirements for trash recycling that are to be included in Construction Services fee? Is this intended to include LEED MR Credits 2.1 and/or 2.2?	Yes, recycling is part of LEED.
34	Optional Teleconference on 6/24/09-Negative declaration	It was mentioned that the Contractor may be required to retain the services of an Archeologist if certain conditions are encountered during construction. Where in the negative declaration is this requirement defined? If required, what is the extent of these services?	See mitigate section from the Final Mitigated Negative Declaration-Addendum 4.
35		Is this a certified payroll project?	Yes.
36		Are there specific requirements for the type of scheduling software required on this project? Will there be a scheduling consultant on this project and if so what will their role be on this project?	Primavera, or comparable scheduling program. AOC will not hire a scheduling consultant. The CMAR will provide the scheduling expertise for project.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
37		Will the AOC provide Builder's Risk insurance and name the Construction Manager as "additional insured"?	The AOC may under the provisions of Exhibit H, General Conditions of the Contract for Construction (Document 00700) Article 11.2.2 provide Builder's Risk insurance. If the AOC does provide this insurance, the CMAR contractor and subcontractors of every tier will be additional insureds.
38		Will the AOC hire a third party commissioning agent?	Yes.
39	Attachment H - General Conditions 0700 Article 6.6.2, 6.6.3 and Fee Proposal Form	Please confirm that the Contractor Contingency is not to be used, and CM @ Risk will not be responsible for , Errors and Omissions resulting from the Designer's and the Designer's Consultant's failure to design to code or to engineer systems to function sufficiently for their intended use. (e.g. structural steel members undersized due to faulty engineering). The liabilities of the Designer shall remain with those who are contracting the Designer.	Please refer to Questions 10 and 14.
40	Fee Proposal Form for New Hollister Courthouse, 2nd Introductory Paragraph	Please correct Proposal Form to read "New Hollister Courthouse" in lieu of "New San Bernardino Courthouse". Also please correct the header on Page 3 for same issue.	Please refer to Addendum Item #2
41	Fee Proposal Form for New Hollister Courthouse, Construction Duration Clause - Page 3	Please confirm the duration is 490 Days in lieu of 728 Days as published.	Please refer to Addendum Items #1 and 2.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
42	Attachment H - General Conditions 0700 Article 7.7.3	"Damages suffered by others or other forms of liability claimed against the State as a result of delay....Contractor shall be responsible for the actual amount of any such damages" is a broad range of damages not to be included in the Liquidated Damages. We request the AOC to limit the damages to the Liquidated Damage amounts stipulated and include a mutual waiver of consequential damages.	Liquidated damages do not include consequential damages.
43	Attachment C	Attachment C indicates such things as temporary fencing, barricades, dumpsters, safety protection and fir fire fighting equipment to be included in Contractors O & P. Will there be a better defined scope of work in the design documents for a more uniform/accurate estimate of what these cost should be?	The construction documents will define the scope and provide a basis for bid.
44		Does the exclusion to self perform work apply to perimeter site maintenance, fencing, barricades and the like?	Yes.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
45	Contract Exhibit C.11.D	Contract Exhibit C.11.D appears to be awkward in the way it has been written. Is the intent that neither the AOC or its officers/employees shall be liable for (a) any loss or damage that happens to the work; (b) any loss or damage to any of the materials or other items use or employed in performing the work; (c) injury to any person or persons, either workers or the public; or (d) damage to property from any cause which might have been prevented by the contractor, its employees or agents; against which injuries and/or damages the contractor shall properly guard against?	Yes.
46	Exhibit C.11.	Exhibit C.11.E isn't clear where it states "AOC ...will not be personally responsible for liabilities arising under the Contract". Is this saying the AOC is not liable for damages stemming from its own breach of contract?	No, this section refers to personal liability.
47	Exhibit C.20	Exhibit C.20 - How is the AOC's .."proprietary and confidential information" to be identified?	AOC will advise.
48	C.23.2	Exhibit C.23.2 – the numbering of the section is off. Paragraph 23.2.D refers to "mediation pursuant to Section C.23(c)." There is no "C.23.c". There is a paragraph C.23.2.C entitled "Mediation"	Please refer to the C.23.2.C entitled "Mediation" directly above the reference.
49		What format will the architect be using to create the design documents? What software programs are they using to create these documents, and in what format will the files be available for use by the contractor once the project has been awarded?	The final format will be decided during the Working Drawings phase.

New Hollister Courthouse
 CM @ Risk
 RFQ/P #OCCM-FY2008-14

#	RFQ Reference	Question	Answers
50	<p><i>RFQ/P</i>, page 6 of 22, d) Tab 4 and Attachment E: Technical Qualifications Questionnaire: #13 (page 4 of 6)</p>	<p>In the <i>RFQ/P</i>, it states that we have a maximum of two pages per project, to include the 330 Part I (F) and a second page for supporting photographs and /or graphics. However, in the Technical Qualifications Questionnaire #13, the first bullet point asks for at least two projects for which we provided pre-construction and construction services, and requires that we demonstrate our experience in value engineering, estimating, and constructability review. The second bullet point asks for at least two projects demonstrating our experience as CM at Risk with a GMAX, and ask for our experience soliciting bids, managing multiple subcontractors and that we include samples of pre-bid and post-construction schedules. For the projects that we are including as samples to fit the categories listed in bullets 1 and 2, are we still limited to two pages only for each project? The schedules alone may take more than two pages apiece. Please clarify whether we can use more than two pages for those projects which meet the criteria listed in the Technical Qualifications Questionnaire #13.</p>	<p>Do not find this in Attachment E, question 13. Two (2) pages per project is highly preferred, however proposers will not be disqualified if more than two pages are provided.</p>