



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

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ADDENDUM 2

Date	Action Requested
March 9, 2010	Please review the change below
To	Please review Q&A attached
Potential Proposers	
From	Deadline
Judicial Council of California	N/A
Administrative Office of the Courts, Office of Court Construction and Management	Contact
	occm_solicitations@jud.ca.gov
Subject	
Addendum No. 2 Q &A	
New Madera Courthouse Solicitation Number: OCCM-2010-13-GS	

1. Please find Attachment J, Site Plan and Floor Plans, Addendum 2, attached and hereby added to the original.

CM@Risk Services for the New Madera Courthouse
RFP # OCCM-2010-13-GS

#	RFQ Reference	Question	Answers
1	Agreement; Exhibit A of Attachment A	In the Agreement - Exhibit A of Attachment A, the Preliminary Plan Phase is identified as starting December 7, 2009 and completing August 30, 2010. Is the Preliminary Plan Phase still anticipated to complete in August 2010, or will these dates push based on selection of the Contractor?	The dates still hold. We plan to have the selected Contractor on board as early as possible in the Preliminary Plan Phase.
2	Exhibit H – Article 11.2	Exhibit H – Article 11.2 indicates that the AOC <u>may elect</u> to provide an OCIP for the project. Please confirm if an OCIP will be implemented for this project so that we can accurately price the contractor-provided insurance.	The AOC intends to initiate an OCIP to provide the workers compensation, commercial general liability builder's risk, and equipment breakdown insurance for this project. The contractor will continue to be responsible for its automobile liability insurance and any commercial liability insurance excess of the limits indicated in Exhibit H.
3	Exhibit A, page 13; Exhibit A of Attachment A (Agreement, page 18); Fee Proposal Form	Exhibit A, page 13 identifies the construction duration as 760 calendar days (or 25 months). Both Exhibit A of Attachment A (Agreement, page 18) and the Fee Proposal Form (page 3) identify the construction phase as approximately 20 months. Please clarify the anticipated construction duration for this project.	Approximately 20 months is correct. More precise calendar days will be determined at the beginning of the Construction Phase in the form of a 00800, Supplementary Conditions document, in consultation with the selected Contractor. There is no external factor driving a completion date such as leaving a leased facility.

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#	RFQ Reference	Question	Answers
4	Attachment C, page 4 of 5	Per Attachment C, Subcontractor Payment and Performance Bond premiums are a Direct Cost of the Work. Many contractors provide Subguard Insurance in lieu of subcontractor bonds. Please confirm that Subguard Insurance costs will be a Direct Cost of the Work.	The premiums associated with Subguard insurance would be a direct cost of the work so long as the insurance is in lieu of subcontractors bonds.

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#	RFQ Reference	Question	Answers
5	General Conditions, Section 11.1.2	<p>General Conditions Section 11.1.2.4, Builder's Risk Insurance, requires insurance with limits of liability equal to the final completed value of the Project. This Section further states, "The insurance shall apply to physical loss or damage to the insured property and shall include coverage for flood, water damage, and, if available at commercially affordable costs as reasonably determined by the AOC, earthquake and earth movement.</p> <p>The Construction Phase Services Price included in Attachment F will identify the cost of those services as determined by each Proposer. Those services include the cost of insurance as set forth in GC 11.1 including the earthquake insurance. However, since the cost of the insurance is included in the Construction Phase Services Price, there is no way for the AOC to determine if the earthquake insurance is "commercially affordable" as described in GC 11.1.2.4.</p> <p>In order to facilitate the AOC's evaluation of the cost of earthquake insurance and in consideration of the considerable cost of this insurance, we would suggest that the AOC modify Attachment F to include the cost of the earthquake insurance at the full value of the Project as an Alternate Price. The Construction Phase Services cost would exclude earthquake insurance but the cost of this insurance would be identified by each Proposer in the Alternate Price. This will allow the AOC to evaluate the commercial affordability of this insurance.</p>	<p>For the construction of the new Madera Courthouse, and with the AOC reserving the right to provide the builders risk insurance as allowed for under Article 11.2 of the General Contract for Construction, Document 00700, the cost for builders risk insurance, including coverage for damage resulting from earthquake, should be included in Construction Phase Services in attachment F.</p>

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#	RFQ Reference	Question	Answers
6	Exhibit A of Attachment A – Section 4.C.1 (viii)	Section indicates Work must be completed on or before 760 calendar days from the date of Notice to Proceed with Construction. RFQ/P section 3.0 – Project Description and the Fee Proposal Form indicated this duration as 600 calendar days. Please clarify.	Please see answer to #3.
7	Exhibit B of Attachment A – Section 1.D.1	Please clarify if liquidated damages apply upon contractors' failure to achieve Substantial Completion of the work or Final Completion.	Damages apply when final completion is not met by the stated Contract Time, as amended by any Change Orders as applicable.
8	RFQ/P, page 6, 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 \$50,000,000." Can we use projects from the past 10 years similar to previous AOC RFQ requirements?	Yes, but projects completed within 5 years will be given more consideration.
9	Attachment F, Fee Proposal Form	Has the Construction Budget been established for the project?	A final construction budget will not be determined until completion of working drawings. The estimated Direct Cost of the work has been established as stated in the RFP documents

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#	RFQ Reference	Question	Answers
10	Attachment H: Sections 11.1-11.2, Attachment C	General Conditions of the Contract (Attach H) indicates required insurance by Contractor and optional OCIP insurance at AOC discretion. Attachment C: Construction Phase Scope Detail indicates that the Contractor's Construction Phase Services Fee is only to include insurance costs for coverage other than OCIP coverage. OCIP coverage listed in Article 11.2 appears to meet or exceed Contractor's required insurance in 11.1. Please confirm if Contractor must include costs for insurance per 11.1 in the Construction Phase Services Fee, or if the AOC shall provide an OCIP with coverage per 11.2 and Contractor shall only include costs for additional insurance coverage at Contractor's discretion.	The insurance required under Article 11.1 of the General Contract for Construction, Document 00700, should be included as Construction Phase Services in attachment F, and as stipulated in Article 11.2.1.10 of Document 00700 may later be required to be credited against the Construction Phase Services should the AOC implement an owner controlled insurance program.
11	Attachment H: Section 11.3, Attachment C	Attachment C: Construction Phase Scope Detail indicates that premiums for Contractor Payment and Performance Bonds are to be included in the Construction Phase Services Fee. General Conditions of the Contract (Attach H) indicates that costs for Payment & Performance Bonds are a Reimbursable Expense requiring written quotation and approval by AOC. Please confirm of the cost of Contractor's Payment & Performance Bonds are a Reimbursable expense or included in the Construction Services Fee percentage.	The GC bond cost is reimbursable in conformance with Article 11.3.1 of the General Contract for Construction, Document 00700.
12	Attachment H – Article 3.1.5	Please confirm that an Acquisition Phase including geotechnical investigation, hazardous materials investigation, and site investigation including a remedial plan will occur during the Preliminary Plan Phase to allow sufficient information to be included in the bid documents for the Construction Phase.	The acquisition phase including all reports and clearances is to be completed by December 2010.

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#	RFQ Reference	Question	Answers
13	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Please 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, Will 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 is responsible for paying any actual additional charges for the owner's engineering and inspection services, if any occur, in situations where the owner has granted the contractor an extension of time for <i>unavoidable</i> delays. This does not apply to <i>justified</i> delays (see 7.5.2)
14	Attachment C – Construction Phase Scope Detail; Temporary Utilities	Line 10 – Clean-Up-Periodical is listed in Direct Cost of Work. Also, Line 16 lists the Trash Chute & Hopper as a CM@Risk service item. These two items should go together (either Direct Cost of Work or CM@Risk). Would it be allowable for the CM@Risk to provide periodical clean-up since this is more of a management/safety task rather than final work in place?	Either approach is acceptable so long as the RFP response submittal indicates which approach the submittal is based upon.

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#	RFQ Reference	Question	Answers
15	Attachment F page 3 of 4 Exhibit A, Attachment A, Article .4 A 16 (iii)(c)	Exhibit A, Attachment A states "Avoiding change orders to construction contracts, which are caused by conflicts, ambiguities, inaccuracies, and deficiencies in the construction drawings and specifications" Attachment F states "Costs incurred due to conflicts and ambiguities in the contract documents, and any issues arising from a lack of coordination among and within the subcontractors' bid packages, and for any construction phase change orders arising from subcontractors' performance, in excess of the CM's 3% contingency shall be borne by the CM" Question: Please confirm that the Contractor Contingency is not to be used, and CM @ Risk will not be responsible for, conflicts, ambiguities, inaccuracies and deficiencies resulting from the Designer's failure to design to code or to engineer systems to function sufficiently for their intended use.	Contractor is expected to reasonably assess the construction documents for ambiguities, conflicts, and deficiencies. Architect/Engineer is responsible for assuring their design work product meets applicable codes and functionality.
16	Exhibit A, Attachment A, Article .4 c. 4 (x)	We request clarification of "Notwithstanding AOC's review of the bid packages, Contractor warrants the bid packages developed shall conform to the provisions of this Agreement. Any omissions, errors, or ambiguities in the bid packages shall be construed against the Contractor and in favor of the AOC" is applicable only to errors in the bid packages prepared by the CM@R, not design omissions, errors or ambiguities contained in the contract documents prepared by the Architect of Record.	Contractor is responsible for the bid packages as stated.

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#	RFQ Reference	Question	Answers
17	Exhibit A, Attachment A, Article .4 A 13 (iii)(c)	We request clarification of contractor's obligations under item 4A.13, 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, rules, guidelines, and requirements?	The documents remain as issued.
18	Attachment A.3.D, Attachment C	Attachment C, Temporary Facilities, 13. Opening Protection and 14. Safety Railings be included in the CM at Risk's Construction Phase Services. Is this work allowed to be self-performed?	For the work of Temporary Facilities only, to the extent that the work is not included in the Direct Costs ,this Construction Phase Services may be self performed.
19	Exhibit C of Attachment A (General Terms and Conditions) Attachment H	Item 11.B.1 of Exhibit C, General Terms and Conditions of the contract for Construction, Document 700 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?	As indicated in Item 11.B.4 of Exhibit C, General Terms and Conditions of the contract for Construction, Document 700 Construction Manager at Risk, a professional liability insurance policy can substitute for the professional liability insurance requirement in the commercial general liability policy
20	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 Substantial Completion, or Final Completion of all construction phase Work?	See Question 7

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#	RFQ Reference	Question	Answers
21	Exhibit A of Attachment A (Statement of Work)	Please 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?	Both CM and Architect/Engineer have responsibilities for conformance with the referenced standards for their respective scope of work.
22	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. Please clarify the contractor's expected obligations.	See Question 17
23	Exhibit H, 11.1.2.4	If the earthquake coverage within the builder's risk policy is determined not to be "commercially affordable" and removed from the CM@R's Construction Phase Services, who will be responsible for costs associated with repairs or replacements generated by earthquake damage?	For the construction of the new Madera Courthouse, and with the AOC reserving the right to provide the builders risk insurance as allowed for under Article 11.2 of the General Contract for Construction, Document 00700, the cost for builders risk insurance, including coverage for damage resulting from earthquake, should be included in Construction Phase Services in attachment F.
24	Exhibit H, 11.3	Please confirm if a Contractor's payment and performance bond is required for the Preliminary Plan Phase and the Working Drawing Phase.	The Contractor's performance and payment bond is not required until the beginning of the Construction phase as indicated in Article 11.3 of the General Contract for Construction, Document 00700.

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#	RFQ Reference	Question	Answers
25	Attachment C	Please confirm that under Miscellaneous Project Costs, Item 1. Premium-Contractor Performance and Payment Bonds, the cost of these bonds is to be included in the CM@R's Construction Phase Services bid.	Performance and Payments bonds costs are to be included in Construction Phase Services in attachment F.
26	Attachment H – Article 3.1.5	Please confirm that an Acquisition Phase including geotechnical investigation, hazardous materials investigation, and site investigation including a remedial plan will occur during the Preliminary Plan Phase to allow sufficient information to be included in the bid documents for the Construction Phase.	See Question 12
27	General Item	Is there an overall page limit for the proposal?	No.
28	Attachment C	The matrix provided in Attachment 'C' of the solicitation indicates that the premium for OCIP Insurance will be paid for by the State outside of the CM at Risk Fee Percentage that is applied to the Direct Cost of The Work. This matrix also indicates that Contractor Provided insurance (other than OCIP insurance) is to be included within the CM at Risk Fee Percentage. In order to accurately price the Contractor provided Builder's Risk insurance, please provide specific information regarding type of construction, class of construction and anticipated methods of construction (i.e., CIP frame vs steel frame; standing seam roof vs mod bitumen roof, etc).	This information is not available at this time
29	RFP Section 8.0	Please confirm that the DVBE Compliance Form only needs to be completed by the selected Contractor when bidding the Project for Construction.	Confirmed

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#	RFQ Reference	Question	Answers
30	<p>Article H-Section 6.7 Article C</p>	<p>Attachment 'H' of the RFP includes the General Conditions of the Contract. Within these General Conditions, Article 6.7.1 outlines which items are considered a "Direct cost of the work" and Article 6.7.2 outline the items that are supposed to be included within the CM at Risk Fee percentage. There is some ambiguity here as some of the items included in Article 6.7.1 also seem to be included in the Article 6.7.2, such as Temporary facilities and hand tools for example.</p> <p>Additionally, attachment 'C' to the RFQ/P provides a matrix that also seems to outline which costs are considered to be in the Direct Cost of The Work, and which costs need to be included in the CM at Risk percentage. This matrix does not completely line up with Articles 6.7.1 and 6.7.2. For example, the matrix shows that Trash Dumpsters cost is part of the fee percentage but Article 6.7.1 indicates that is a Direct Cost of The Work. The matrix shows that Fees for Plan Check are paid by the State outside of the Fee percentage while Article 6.7.2 indicates that this cost is within the Fee percentage. The monthly charges for electrical consumption are shown to be included in the Fee percentage in the Matrix while Article 6.7.1 indicates that all utility services required for the work are a Direct Cost of The Work (perhaps the matrix is meant to address the electrical consumption for the contractor's jobsite office while Article 6.7.1 was meant to address the electrical consumption in the building being constructed). All of this requires clarification in order to accurately estimate the costs that are to be included in the Fee Percentage and to insure that the proposals from all contractors are "apples to apples".</p>	<p>Articles 6.7.1 and 6.7.2 remain unchanged.</p> <p>Where there is believed to be any conflict between the matrix attachment C and the Contract, the Contract shall govern.</p> <p>The required State Fire Marshall and State DSA plan check fees and inspections are paid by AOC. Project generated permits required by City or County, if any, will be paid by the AOC. All other permits, licenses and inspections are the responsibility of the Contractor [and Contractor's vendors] as appropriate</p>

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#	RFQ Reference	Question	Answers
31	Attachment F	Please confirm that a Payment and Performance bond will not be required until the work for the Construction Phase services is awarded.	Performance and payment bonds are not required until the beginning of the construction phase services as indicated in Article 11.3 of the General Contract for Construction, Document 00700.
32	Attachment H-Section 11.2	Attachment H section 11.2 refers to OCIP as an option for the AOC. Please confirm that any insurance credits required under Section 11.2.1.10 from either the Contractor or the Subcontractor shall be mutually acceptable to all involved parties and shall not be unilaterally made by the AOC.	Should the AOC implement an OCIP then any credits for insurance required under Section 11.2.1.10 will be mutually acceptable.
33	Attachment H-Section 11.2	Please confirm that a copy of the OCIP insurance manual will be provided for review if the AOC chooses to utilize and OCIP program.	An OCIP manual will be provided to the Contractor for review prior to sub contract bid documents being prepared.
34	General	If the construction costs come in significantly less than the estimated cost of work of 66 million, will it be handled as a cardinal change (more than 10%) in the contract? Will the AOC allow the Contractor to adjust our fee due to the fact our general conditions will be vastly more as a percentage of our fee than initially planned?	The CM fee is a fixed amount based at the time of the award of this contract based upon the expected Direct Costs. The CM fee will not be adjusted upward or downward actual final direct costs.
35	RFP Tab 4~330 Part I(F)	Please confirm that Example Projects are limited to those projects completed within the past five years.	See Question 8
36	Attachment C	Attachment C provides a list of items the Contractor should include in their general conditions estimate. This list includes several positions, such as Operations Manager, Project Manager, Project Superintendent....Field Accountant, Time Keeper/Checker. Are all of these positions required, or should the proposers use their judgment regarding the personnel required to complete the work?	It is the Contractor's responsibility to determine the appropriate personnel required to fulfill the contract requirements.

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#	RFQ Reference	Question	Answers
37	Attachment C	Please confirm if any of the positions listed in Attachment C are mandatory (i.e., PM, Superintendent, Onsite Safety Officer, etc). Please advise if there are any minimum experience requirements for the mandatory personnel.	See Question 36
38	RFQ/P - Tab 1: Cover Letter	Reference is made to Attachment F (Fee Proposal Form). Does the initialed form get included in Tab 1 with the cover letter? If not, where is it to be placed?	The best manner for submitting Attachment 5 would be as a separate part of the proposal package.
39	RFQ/P - Tab 3: SF330 (E) Resumes of Key Personnel	The RFQ/P states one page per each individual. The form itself is one page. Where are we to include the two references with contact information for each person?	As long as it is within Tab 3, additional pages can be used for the purpose of adding references; although many proposers have managed to list them in footers or sidebars on the same page. Some firms have an attachment within tab 3 just for references, but they need to be clear whose references they are.
40	RFQ/P - Tab 4: SF330 (F) Example Projects	There is only a place for the Owner point of contact (23.a). Can we modify the form to include a line for the requested Architect point of contact? Or, can we include the architect contact information on the second page with the photos and graphics?	No.
41	RFQ/P – Tab 7: SF330 Part II: General Qualifications	Items 4, 5b, 8c and 11 of Part II are not required. Are we still required to include the Revenue Index Number in 10.c of the form?	No.
42	Exhibit E of Attachment A	Please confirm that Exhibit E of Attachment A (subcontractors to contractor) will not be required to be completed until the Construction Phase begins.	Confirmed

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#	RFQ Reference	Question	Answers
43	Attachment H, Section 3.1.5	Section 3.1.5 of Attachment H indicates that the Contractor's lack of knowledge of existing conditions will not be accepted as an excuse for failure to perform the specified Work, nor shall such excuse be accepted as a basis for a Claim for additional compensation. Please confirm that unforeseen conditions, such as unknown subsurface conditions or hazardous materials, will not be covered by this clause regarding existing conditions.	Encountered unknown existing subsurface conditions that impact the work, cost, or schedule and that could not have been reasonably inferred from Owner supplied reports and customary industry expectations are not subject to this section. This clarification will be included in the executed contract upon award.
44	Attachment C	Temporary utilities, line 16 includes temporary road and maintenance as part of the bid. As this is a completely undefined item at this point in the project planning, we recommend moving it to the direct cost of the work.	Remains unchanged. See attached additional site and floor plans.
45	Attachment H	11.1.2.4 says earthquake might be included if available at a reasonable price. Please clarify that this coverage shall not be included in the bid price.	For the construction of the new Madera Courthouse, and with the AOC reserving the right to provide the builders risk insurance as allowed for under Article 11.2 of the General Contract for Construction, Document 00700, the cost for builders risk insurance, including coverage for damage resulting from earthquake, should be included in Construction Phase Services in attachment F.
46	Exhibit B of Attachment A	Please clarify if liquidated damages applies to substantial completion or final completion	See Question 7

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#	RFQ Reference	Question	Answers
47	Attachment C,	Temporary facilities, lines 9 through 14 can vary significantly depending upon the design of the building, which is unknown at this time. We recommend this be moved to the direct cost of the work.	Remains unchanged. See attached additional site and floor plans.
48	Attachment H	7.4.3 states “extra compensation for engineering and inspection will be charged to the contractor”. This appears to be an error relative to unavoidable time extensions and was corrected for the Stockton RFP in addendum question 54.	See Question 13
49	Section 4.4 Item D	Item 4.4 states that the document must be prepared and bound in 8.5X11. If needed for certain pages like the Organization chart or Schedule can we use 11X17 papers?	Yes, as long as bound and tri-folded
50	Attachment C	Construction Phase Scope Detail, under Miscellaneous Project Costs, the cost of the performance and payment bond is included within the Construction Phase Services. But Attachment H, General Conditions, Article 11.3.1, states that the cost for performance bonds shall be a reimbursable expense. Please clarify.	See Question 24.
51		Please clarify that a bond prequalification letter from our bonding company is not a submittal requirement of our proposal.	While there is no requirement for a prequalification letter from the surety the answer to Attachment E, Technical Qualifications Questionnaire may require consultation with your surety.

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#	RFQ Reference	Question	Answers
52	Construction Manager at Risk RFQ/P; 6.0 Submitting Your Proposal	Per section 6.0 Submitting Your Proposal, the delivery address is stated. Please confirm if the proposal is sent via an overnight service, will it be delivered directly to Nadine McFadden or will it be processed through a mail room first? If it is processed through a mail room first, how long will it take to reach Nadine McFadden?	Some overnight services deliver to our mail room; others deliver to the seventh floor reception area. Our mail room has been instructed sign time and date received.
53	Attachment C – Contractor Performance and Payment Bonds	Per Attachment C, Contractor Performance and Payment Bonds are to be included in the CM at Risk Construction Phase Services price. Please confirm that P&P bonds will not be required for the preconstruction phases of the contract, but for the construction phase only.	Performance and payment bonds are not required until the beginning of the construction phase services as indicated in Article 11.3 of the General Contract for Construction, Document 00700.
54	General Conditions, Article 11.2.2	If the answer to question #2 above confirms that the AOC will be providing an OCIP, please confirm if the OCIP will include Commercial General Liability, Worker’s Compensation and/or Builder’s Risk coverage.	Should the AOC provide an OCIP the program will include Commercial General Liability, Worker’s Compensation and Builder’s Risk insurance coverage.