



# JUDICIAL COUNCIL OF CALIFORNIA

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

---

## NOTICE REVISIONS TO THE RFQ/P

Construction Manager at Risk  
New Indio Juvenile and Family Courthouse

**RFP Solicitation No. FSO-2018-17-JR**

June 27, 2018

---

This Notice serves to advise firms of the following changes to this solicitation:

### **RFQ/P Document**

- Correct spelling errors throughout the document.
- Section 2.0(a): “Working Drawings Phase (Subcontractor and Bidding)” replaced with “Preconstruction (Subcontractor bidding)”.
- Section 3.0(a)(i): the last sentence has been revised and now reads as follows:  
“...The project also includes approximately one hundred and fifty (150) public surface, juror and staff parking including eight (8) secure parking spaces for judges.”
- Section 3.0(b): “Estimated completion date of Construction” from “January 2021” to “November 2020”.
- Section 4.0(b)(i) has been revised and now reads as follows:  
“**Pre-construction Services.** The Subcontractor bidding for this project shall be a fixed price proposal, included in this CMR’s general conditions.”
- Section 7.0: the first sentence has been revised and now reads as follows:  
“It is the intention of Judicial Council that its selection of a Firm to provide construction management at risk services for this Project shall take into consideration both the quality of the Firm, as demonstrated by their competence and experience and by the cost proposed to provide services.”

### **Attachment 1 – Sample CMR Agreement**

- Cover Page, Section 9: liquated damages amount from “\$10,000” to “\$5,000”.
- Exhibit A, Section 3.1.1: (NIC) has been added this section.

- Exhibit A, Section 3.1.2: This sentence has been reworded.
- Exhibit A, Section 4.2.2: the Estimated Completion date of Construction has been revised to November 2020.
- Exhibit B, Part A: “Subcontractor bidding,” has been added to the CMR’s general conditions.
- Exhibit H, Article 3.22.4: has been added and reads as follows:

“Notwithstanding the above, the Parties agree that CMR may self-perform the concrete construction work, however, at the time of formalizing the GMP and prior to commencing with the construction of the Project, the Parties must agree upon a price to compensate CMR for that work, which approval the Judicial Council may withhold in its reasonable discretion. In determining the amount that CMR will be compensated for the concrete construction work, CMR must provide evidence that the price that CMR proposes for the concrete construction work is a fair, equitable and competitive price.”

#### **Attachment 4 – Fee Proposal Form**

- The Working Drawings Phase has been revised to be \$0.00.
- Included the Estimated Direct Cost of the Work in the RFQ/P at \$31,918,000.
- Included the direct cost of the furniture, fixtures and equipment at \$2,289,965.00

*Please check this RFQ’s webpage on a regular basis for any changes and/or updates to the solicitation and timeline.*

**END OF NOTICE**