## New Lakeport Courthouse RFQ/P Number: JBCP-2014-06-BR

## Addendum No. 1

#	RFQP Reference	Questions	Answers	
1	Exhibit H – 10.1.2.2	Please confirm that this line item should be deleted in it's entirety to align with Exhibit A – 5.3.3 and 5.4.7, as well as Exhibit H 3.20 that states the Judicial Council will be preparing and providing the SWPPS for the project as the QSD. Installation, maintenance, and removal of SWPPS measures per the plan provided by the Judicial Council should be considered Direct Cost of Work (DCOW) items	The CMR will be responsible for implementing the Judicial Council provided SWPPP as the QSP.	
2	Exhibit A – 5.3.1.4	Please confirm that the reconciliation effort between the CMR's estimates for the cost of work with independent estimating services provided by either the Architect or other are limited to the milestone estimate efforts indicated within the Contract.	In addition to milestones as listed, Judicial Council shall require a cost reconciliation effort of 100% DD/pre-WD set immediately upon contracting with the CMR.	
3	Exhibit A – 5.1.15.3	Please confirm that this scope is not requiring an independent licensed plan check service within the CMR's General Conditions.	The scope does not require an independent licensed plan check service. A person within the CMR firm with same professional qualifications and who was not directly responsible for creating the documents may do the QA/QC.	

#	RFQP Reference	Questions	Answers
4	Exhibit A – 1.1.4, 5.3.8.12.2, 5.3.8.12.7, and 5.4.6	Please verify the scope of services relating to the advertisement, prequalification, solicitation and bid analysis for the FF&E scopes of work. Exhibit A – 1.1.4 states that these are to be included within the CMR's scope of services.	Revise Exhibit A-1.1.4; 5.3.8.12.2, 5.3.8.12.7, and 5.4.6 to state that furniture purchase is not part of the scope of the CMR. However, CMR will coordinate installation of power, audio visual, communication and data to the furniture.
5	Exhibit G – Excluded Contractors	The excluded contractors section of the OCIP manual provided in Exhibit G indicates that any subcontractors may be excluded in dealing with hazardous materials (such as grading of the naturally occurring asbestos materials that are likely to be found on-site). Please confirm that the insurance costs for those subcontractors that are excluded from the OCIP will have those premiums considered a Direct Cost of Work and that those premiums will be allowable with respect to changes and mark-ups (contrary to the Exhibit H limitations on insurances)	Pursuant to section 8.1.5.1 of Exhibit H, General Conditions of the CM at Risk Agreement for Preconstruction and Construction Phase Services any contractually required insurance, other than OCIP insurance, is a direct cost of the work, as defined. Excluded contractors will be required to provide the insurance as required under Exhibit H, section 11.1.4 and these costs will be considered direct costs of the work.  Excluded contractor insurance costs are a direct cost of the work, e.g. Exhibit H section 6.3.3.1. The costs would be included in the CMR's proposed price to be added or deducted from the GMP due to the change, authenticated in full by completely detailed price estimates and other authenticators of the cost by the CMR, Subcontractors, Sub-subcontractors, vendors or material suppliers, and any adjustments of time for completion of the entire work that is directly attributable to the proposed change in the Work. Therefore, the insurance costs would not be an allowable mark-up for added work.