



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

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ADDENDUM 4

Date	Action Requested
May 18, 2006	Please review the attached changes to the RFQ/P.
To	Deadline
Qualified Construction Management Firms	N.A.
From	Contact
Judicial Council of California	See section 11 of the RFQ/P
Administrative Office of the Courts, Office of Court Construction and Management	
Subject	
Addendum No. 4 Request for Qualifications and Proposals for Preconstruction Services and Construction Management at Risk Services RFQ/P number: CM 90-20-401 April 06 New Court of Appeal Building, Santa Ana	

In the document “Entire RFP”, Section 3.0 - Project Description

Delete second sentence, replace with:

“The AOC construction budget for construction phase of this project is approximately \$20,568,000.”

In Attachment B “Project Summary and Design Concepts” page 5 of 5

Change \$17,600,000 to \$20,568,000, in the first sentence.

In Attachment F “Fee Proposal Form” page 1 or 2

Change \$17,600,000 to \$20,568,000 in the sentence paragraph.

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Item Number	(numbering continuous from Addendum #2)	All Questions Submitted by McCarthy Building Companies, Inc.	
#	RFQ Reference	Question	Answers
20	RFQ Reference: Attachment F, CM's project contingency; Addendum No. 3	Question: Addendum No. 3 clarified that, "Errors in the construction documents involving incorrect design of systems or details, engineering and/or calculations, and code interpretations are the responsibility of the Architect." Please confirm that (1) the CM is not responsible for any design errors or omissions; and (2) the CM's responsibility for coordination errors in the drawings and specifications only applies to the CM's assignment of bid package responsibilities to subcontractors.	<i>CM is not responsible for design errors and issues having to do with building codes or engineering calculations. The AOC expects that the CM understands the Design Documents during the Design Phase and reviews the Construction Documents prior to bidding in order to minimize coordination issues, and thus we do require that such coordination issues be funded from the 3% AOC-provided CM contingency. The CM is also responsible for issues arising from assignment of bid package responsibilities to subcontractors.</i>
21	RFQ Reference: Attachment C, Page 1	Question: Under Temporary Utilities, Items 3 – 9 are typically provided by the CM for its office facility only. These services that are necessary for the performance of the Work during the course of construction are typically provided by the subcontractors. Please confirm that items 3 – 9 are applicable for the CM's offices only.	<i>Yes, in Attachment C items 3 – 9 are applicable for the CM's offices and the AOC office only.</i>

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22	RFQ Reference – Attachment H.2, Page 40, Section 11.1.2.4.	Question: Section 11.1.2.4 requires the Contractor to provide Builder’s Risk Insurance, excluding earthquake and flood, for an amount equal to the full amount of the Contract Sum. Please confirm that the Owner is responsible for any damage and/or delay caused by earthquake or flood. Also, please confirm that the Contractor’s fee for Construction Phase Services includes Builder’s Risk Insurance based upon the AOC Construction Budget and that bonds will be required for this contract.	<i>Yes, the AOC (Owner) is responsible for any damage and/or delay caused by earthquake or flood. Also, yes the Contractor’s fee for Construction Phase Services shall include Builder’s Risk Insurance based upon the AOC Construction Budget, and yes bonds will be required for this contract.</i>
23	RFQ Reference: Attachment H.2, Page 40, Section 11.3	Question: Section 11.3 requires the Contractor to provide 100% performance and payment bonds for the Project. Please confirm that the Contractor’s fee for Construction Phase Services includes these bonds based upon the AOC Construction Budget.	<i>Yes, the Contractor’s fee for Construction Phase Services includes these bonds based upon the AOC Construction Budget.</i>
24	RFQ Reference: RFQ Item 8	Question: In the table included in Item 8, the Construction Phase Services section included the following: “(Note: Will be adjusted per the final GMAX price as agreed per the contractual process outlined)”. Please confirm that the Contractor’s contract price for Construction Phase Services will be determined by multiplying the final GMAX by the Contractor’s Construction Phase Services percentage listed in the Contractor’s Proposal.	<i>Yes, the Contractor’s contract price for Construction Phase Services will be determined by multiplying the final GMAX by the Contractor’s Construction Phase Services percentage listed in the Contractor’s Proposal.</i>

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25	RFQ Reference: Exhibit A - Statement of Work - .4.7 (Page –A-6-)	Indicates the Master Schedule is to be prepared using the latest version of Microsoft Project. Is Primavera Project Planner (P3) acceptable?	<i>Yes, Primavera Project Planner (P3) is acceptable.</i>
26	RFQ Reference: Exhibit A - Statement of Work - .4.15 (Page –A-7-)	Indicates the CM @ Risk is to provide “.....on-site trailers and office equipment of a type and style acceptable to the AOC.....for the staff of the CM, the Architect, the AOC and the Inspector of Record.” Is the CM @ Risk to include the cost of Owner’s “temporary office facilities” in the Construction Phase Services Price? Can the AOC specify the minimum temporary office facilities to be included in the price such as a) quantity / size of office trailer b) number of phone/fax lines c) office equipment needs such as copiers, computers, fax d) minimum office furniture requirements e) office supplies and consumables, etc. Also note, the “Owner’s Temporary Facilities” are not specifically identified in Attachment C page 2 of 4.	<i>The CM @ Risk Construction Phase Services shall include the cost of office space for one AOC employee (approx. 180 sf – similar in character to that provided for the CM staff), one telephone line, and one broadband internet connection. The CM @ Risk is not responsible for the Owner’s office furniture, fixtures, equipment, supplies, consumables, or telephone/internet service provider fees.</i>

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27	RFQ Reference: AOC's Construction Budget (RFQ/P page 3 of 26 – 3.0 – Project Description) is defined as \$17,600,000.	In regards to the CM @ Risk providing the 100% Performance and Payment Bonds, please confirm the cost of the bonds is to be included in the Price Submitted (RFQ/P page 10 of 26 - *-indicates lists bonds on the preconstruction phase, and is not listed on the **-Construction Phase). Does the \$17.6 budget include the CM @ Risk Price for Construction Phase Services? (i.e. should the bond cost be calculated on \$17.6 million or \$17.6 million + the CM @ Risk Price Submitted). If the sum of the bids for the trade/work packages is in excess of the budget but within the 10% a discussed in the RFQ/P documents, will the AOC issue an amendment to the agreement for the additional bond premium based on the initial sum of trade/work package costs.	<i>The construction budget <u>includes</u> the CM @ Risk Price for Construction Phase Services. (i.e. the bond cost should be calculated on construction budget). If the sum of the bids for the trade/work packages is in excess of the budget but within the 10% limitation discussed in the RFQ/P documents, the AOC will issue an amendment to the agreement for the additional bond premium based on the initial sum of trade/work package costs.</i>
28	RFQ Reference: Attachment B – Project Summary and Design Concepts, Project Description (Page 2 of 5) doesn't indicate the type of structure (steel, concrete).	Question here is for GC's - attachment C indicates items such as barricades, safety railing & nets, etc. is to be included in the CM @ Risk Construction Phase Services Price. This would affect building perimeter guardrail costs (ie. Steel cable vs. wood guardrails).....should we assume this can be included in the "CM @ Risk Direct cost Work" and be identified in the scope of the trade contractors.	<i>Yes, assume the building perimeter guardrails can be included in the "CM @ Risk Direct Cost of the Work" and be identified in the scope of the trade contractors.</i>

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29	RFQ Reference: Item 6.0 Preconstruction Phase Services (also addendum #2, question #3) – “Peer Reviews” - Attachment A – Statement of Work - .4-Basic Services, B.-Preliminary Plan Phase: (iii) Structural and Mechanical Peer Review:	Contractor shall retain qualified structural and mechanical engineers licensed in the State of California, and acceptable to the AOC to conduct reviews of the structural and mechanical design documents and shall perform such a review at 100% Design Development. The addendum indicates that the peer review is not a code compliance “plan-check”. Does the CM @ Risk’s “consultants” need to be licensed engineers to conduct the peer review or could the consultants be trade contractors that perform these work disciplines?	<i>Yes, “qualified structural and mechanical engineers licensed ...” shall conduct the peer review. The intent is that engineers who are skilled in the design of similar building systems – thus peers – will provide the reviews and collaborate with Architect and Engineers to improve the project. The knowledge of Trade contractors may be used for additional reviews if the CM @ Risk wishes to do so.</i>