



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

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## ADDENDUM 2

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Date	Action Requested
May 5, 2006	Please review the attached changes to the RFQ/P.
To	Deadline
Qualified Construction Management Firms	See attached addendum
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	
<b>Addendum No. 2</b> 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	

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CM at Risk  
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In the document “Entire RFP”, Section 4.2 - RFQ/P Schedule

Delete the existing RFQ/P Schedule in its entirety and replace with the following:

No.	Events	Key Dates
1	Pre-Proposal / Project Review Teleconference	4 PM on April 27, 2006
2	Deadline for submission of Proposer’s Requests for Clarifications, Modifications or Questions regarding the RFQ/P	2 PM on May 12, 2006
3	Clarifications, Modifications and/or Answers to Questions posted on the “Courtinfo Website”	5 PM on May 18, 2006
4	Proposal Due Date and time	2 PM on May 23, 2006
5	Announcement of Short Listed Proposers	June 1, 2006
6	Interviews of Short Listed Proposers at AOC Offices in Burbank, CA	June 20, 2006 Times TBD
7	Notice of Intent to Award (Estimated).	June 23, 2006

In the document “Entire RFP”, Delete the first sentence of Article 5.2: and substitute the following:

“Participation in the pre-proposal telephone conference, as was announced during the Pre-Proposal conference, is not mandatory in order to submit a Proposal.

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In the document “Entire RFP”, delete, in its entirety, Article 7.3 and substitute the following:

- 7.3 Demonstrate Firm’s CM at Risk or CM Agency Experience  
(Note: This is part of the Technical Qualifications Questionnaire)

Provide descriptions of at least two (may be the same two projects as above) CM at Risk or CM Agency projects in which you provided services substantially similar to the preconstruction and construction services requested in this RFP and the role your organization played in leading these projects that demonstrate your ability and experience in soliciting bids, contracting with and managing multiple subcontractors consistent with the type, size and complexity of this AOC project. Provide reference information regarding your client’s managers who were involved in the performance of the projects, including owner, owner’s representative, address, current e-mail, telephone and fax numbers. Include samples of prebid and post-construction schedules prepared by your firm for those projects. Indicate the roles and involvement of team members proposed for this AOC project.

In the document “Entire RFP”, Article 12.0 Disabled Veteran Participation Goals:

Insert the following sentence after the third sentence of this paragraph:

“ The participation goal applies to the entirety of the project, preconstruction, and construction services.”

Questions submitted by potential construction managers; responses by the Administrative Office of the Courts:

#	RFQ Reference	Question	Answers
1		S.J. AMOROSO CONSTRUCTION CO., INC.	

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#	RFQ Reference	Question	Answers
2	<ul style="list-style-type: none"> <li>Item 8.0 3% Contingency</li> </ul>	Is it your intent to make the CM financial responsible and liable for all aspects of the contract documents (i.e errors, omissions, code compliance, etc.) even though the CM does not choose, control, or have any contractual relationship with the A&E team?	See answer to question #19
3	<ul style="list-style-type: none"> <li>Item 6.0 Preconstruction Phase Services</li> </ul>	In line with question 1 above, please define in more detail the expectations of "Peer Reviews".	Peer reviews of structural and mechanical design by the CM or its consultants are to be a review of general quality to confirm that the design approach and systems chosen by the Architects or Engineers are appropriate for the project; the peer review is not a code compliance "plan-check".
4	<ul style="list-style-type: none"> <li>General</li> </ul>	Will the CM at Risk be allowed to bid upon any of the Subcontractor Bid Packages?	No
5			
6		<b>JCM/HEERY</b>	
7	<ul style="list-style-type: none"> <li>Attachment A, C.4; page A-13</li> </ul>	Is the selection of subcontractor strictly controlled by the lowest bid?	The CM @ Risk should pre-qualify sub-contractors, prior to release of Sub-Contractor Bid Packages; The AOC is not required to accept the lowest bid - please see Attachment A to the RFQ/P - the CM at Risk contract, page A13, part (iv), for details.
8			
9		<b>PW CONSTRUCTION</b>	

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10		If a firm has public building experience as a general contractor, and agency CM experience – but does not have experience as CM@Risk – is that firm disqualified from submitting a proposal	Such a firm would not be disqualified from submitting.
11			
12		<b>VANIR CONSTRUCTION MANAGEMENT</b>	
13		Vanir Construction Management, Inc. would like to propose on this project but will not be able to have a team in place by the May 9 <sup>th</sup> deadline. We would like to request a 2-week extension to have a team in place to submit.	See revised schedule of events in this addendum
14		Are teams, associations, or joint-ventures allowed	Yes The AOC will enter into a contract with a single firm (one entity of an association of two firms, for example)
15			
16		<b>MILLIE AND SEVERSON, INC.</b>	

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17	<ul style="list-style-type: none"> <li>Attachment B</li> </ul>	<p>Can you please provide a copy of the conceptual site plan, as prepared by Carrier Johnson. We do not know the size or dimensions of the project site.</p>	<p>Conceptual site plan, and aerial photo have been added to a revised Attachment B; included in this addendum</p> <p>Note the following concerning access to the site:</p> <ol style="list-style-type: none"> <li>On-grade delivery access is from Ross St.</li> <li>CM/Sub-Contractors will have use/control of entire ground floor of parking structure (70 parking spaces), which is physically separated from public areas;</li> <li>Construction activities, and deliveries must be coordinated with City of Santa Ana, owner of parking structure;</li> </ol>
18	<ul style="list-style-type: none"> <li>Attachment C, Page 3</li> </ul>	<p>Under miscellaneous project costs, items 9-17 are typically owner costs. Permanent utility connection fees are usually paid for by the owner. The utility agencies should be contacted by the owner and this amount should be carried as an owner expense.</p>	<p>Attachment C: Miscellaneous Project Costs: items 9-17, inclusive are hereby changed to 'Paid by State';</p>

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19	<ul style="list-style-type: none"> <li>Attachment F CM's project contingency</li> </ul>	<p>Provisions pertaining to the CM's project contingency of 3% are noted on Page 2. Has this language been included in Attachment H.1, General Conditions? We are seeking to understand under what terms and conditions such contingency funds can or cannot be used.</p>	<p>The contingency funds are to be used when errors, omissions, or ambiguities in the approved Design Documents (see page A 13, part 3 of Attachment A of the RFQ/P – the CM at Risk Contract) result in an increase in cost to the CM's to build the project.</p> <p>Any increase in cost to the CM to build the Project that results from errors, omissions, or ambiguities in regard to the CM's responsibilities pertaining to the bid packages shall be borne by the CM (see page A 14, part 4 (ix)).</p> <p>We suggest the following be deleted:</p> <p>The following is included in the General Conditions - 00700, article 6.6.2:</p> <p>“By signing the construction amendment for the Guaranteed Maximum Price, the Contractor agrees that he has reviewed and accepted the Construction Documents as complete and that he has no right for change orders or extra work due to conflicts, ambiguities or omissions in the Contract Documents or in the subcontractor bid packages, and for any construction phase change orders arising from subcontractors' performance, as determined by the AOC. The cost of change orders or extra work due to conflicts, ambiguities or omissions in the Contract Documents or in the subcontractor bid packages and for any construction phase change orders arising from subcontractors' performance, as determined by the AOC, shall be paid by the Contractor from the Contractor contingency, as set forth in the Agreement.”</p> <p>Errors in the construction documents involving incorrect design of systems or details, engineering and/or calculations, and code interpretations is the responsibility of the Architect. Coordination errors</p>

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