

New Stockton Courthouse  
 CM at Risk  
 RFQ/P OCCM-2009-02  
 Addendum 3 – Q & A

#	RFQ Reference	Question	Answers
<p><b>NOTE: Answers unchanged from Addendum #1 are shown with a <b>tone</b> and are included for reference. New answers and answers revised from Addendum #1 are in regular type.</b></p>			
1	OCCM-2009-02	<p>Is the mandatory Structural and Mechanical Peer Review [Exhibit A; Attachment A, par 17. B.1.(ii)] the only 'Peer Review' taking place? Are there no other State Agencies having jurisdictional Plan Check oversight? Will the Peer Review include evaluating Structural Calcs and Title 24 Energy Calcs?</p>	<p>The Peer Reviews are best-practice and constructability reviews, not code-level reviews. Re: agencies having jurisdiction, the State Fire Marshal reviews for Life Safety, Division of the State Architect reviews for Access (H.C.) Compliance, and the Dept. of Corrections reviews the holding areas. The AOC will contract with a third party to review the documents in other disciplines, for code-level reviews.</p>
2	OCCM-2009-02	<p>As part of the Contractor's QA program [ Exhibit A; Attachment A, par 16.(iii) ] requires at a minimum that all drawings &amp; specifications be reviewed and checked by at least one professional trained in the same discipline as the professional who prepared the drawings and specifications would suggest the CM@Risk will carry on their team an Architect &amp; Electrical Eng'r in addition to the Structural &amp; Mechanical referenced here in above in Question # 1?</p>	<p>It is not required to include licensed professional architects and engineers for the QA program, unlike the two Peer Reviews. The QA program requires checking the drawings &amp; specifications for constructability. Construction and Construction Management professionals trained and qualified in general areas of construction are appropriate for this role.</p>
3	OCCM-2009-02	<p>When can we expect to receive plans for Stockton?</p>	<p>Schematic Design has not begun; Conceptual Plans are posted with the RFQ/P to indicate the anticipated scope of the project.</p>
4	OCCM-2009-02	<p>What is NBBJ and HOK's future role in this project and has the Architect of Record been selected or is this role still open?</p>	<p>NBBJ is under contract with the AOC as the Architect of Record; HOK is not a part of this project.</p>
5	OCCM-2009-02	<p>Will the County of San Joaquin or the City of Stockton take a role in this project or is management and decision-making for this project solely up to the AOC?</p>	<p>Management and decision-making for this project is solely up to the AOC.</p>

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6	OCCM-2009-02	Is there funding in place for: Design, Construction Management, and Construction?	Funding is in place for all work in the Preliminary Plan and Working Drawing Phases. Construction funding is anticipated to be provided in the FY 2010/11 Budget.
7	OCCM-2009-02	Are you looking for project financing?	No.
8	Attachment J Conceptual Design Documents	Per the Feasibility Report Dated September 8 <sup>th</sup> , 2006, Page 30 & 31 depicted Site Diagrams which had been drawn out for the proposed Hunter Square Site. For reference of the site and for use in the proposal for constructability can you make this document available in CAD formats for our use.	The referenced diagrams are not available, but similar site images will be issued as part of this addendum.
9	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 like previous AOC RFQ requirements?	Yes.
10	General Conditions 11.1.2.4 Builders Risk:	RFQ states: "Builder's Risk Insurance with limits of liability equal to the final completed value of the Project. 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 cost as reasonably determined by the AOC, earthquake and earth movement."  The cost for this insurance is to be provided as part of our fee. It is difficult to price the earthquake insurance premium as there is no soils report or seismic assessment included as part of the documentation. Please provide, or if not available, please describe the conditions you would like us to assume.	See response for Q17 below.  Additionally, the soils report as well as the topographic survey are issued as part of this addendum.
11	RFQ/P 4.4, Tab 4 - SF330 Part I (F): Example Projects	Can example projects have been completed within the past 10 years (rather than 5 years as indicated) as has been the criteria in previous AOC RFQ/Ps of this size/scope?	See response to Q9 above.

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12	RFQ/P 3.0 Project Description	Has the site been chosen since the RFQ/P was issued?	No, but AOC staff anticipates recommending the Hunter Square site. The Project Advisory Group for this project evaluated many sites and selected the Hunter Square site as the Preferred Site, but the environmental process is ongoing. The Final EIR is anticipated to be issued in early August.
13	RFQ/P 7.1.1, Qualifications/ Technical Evaluation Process	Please clarify "...Training of Project Personnel"	Slight revision to clarify intent: "Demonstrated training of the principals and key personnel to be assigned to the Project, their experience while performing Preconstruction and CM services on related projects, and continuity of firm's proposed staff with firm."
14	Attachment A, CM Standard Agreement, 4.C.3	RFP indicates that bidding of subcontractors can commence upon completion and approval of final Design Documents. Will the AOC entertain bidding major design-build and/or design-assist subcontractors early in the design process?	No.
15	Attachment C, Construction Phase Scope Detail Attachment H, General Conditions, 11.3.1	In the scope detail matrix, under Miscellaneous Project Costs, the cost of the performance bond is included within the Construction Phase Services. General Conditions, Article 11.3.1, states that the cost for performance bonds shall be a reimbursable expense. Please clarify.	Per General Conditions for the Contract for Construction, document 00700, Performance and Payment Bonds are identified as reimbursable expenses which are to be included in the GMAX.
16	Attachment C, Construction Phase Scope Detail Attachment H, General Conditions, 6.7.2	In the scope detail matrix, under Contractor's main Office Staff, applicable project costs incurred by the main office are allowed as a part of the Construction Phase Services costs. General Conditions, Article 6.7.2, states that salaries and expenses of the contractor's principal office is not allowed. Please clarify.	Attachment C refers to classifications as defined for the GMAX; General Conditions Article 6.7.2 is part of Article 6 – Changes In The Work. Although the two cited conditions are at variance from one another, they apply to different parts of the work.

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17	Attachment H, General Conditions, 11.1.2.4	Should earthquake coverage be included within the builders risk policy?	<p><del>The Contractor should include the earthquake insurance in the Builder's Risk policy and be in a position to provide the AOC with a specific cost of earthquake insurance. If it is determined that earthquake insurance will not be purchased then the cost of coverage will be reduced and the contract amended accordingly.</del></p> <p>After consideration of the questions received the AOC has determined to <u>delete the requirement for earthquake insurance</u> as being a required coverage grant within the builders risk insurance. The following modifications will be made to Exhibit H, General Conditions of the Contract for Construction, Article 11, INSURANCE AND BONDS:</p> <ul style="list-style-type: none"> <li>- Section 11.1.2.4 paragraph 1, and section 11.2.2.3 paragraph 1 will be modified to delete the words "...if available at commercially affordable cost as reasonable determined by the AOC, earthquake and earth movement".</li> <li>- Section 11.1.2.4 paragraph 3, and section 11.2.2.3 paragraph 3 will be modified to delete the words "...and with the prior consent of the AOC earthquake and earth movement".</li> </ul>
18	RFQ, Section 3.0 – Project Description	Is it possible to get a milestone schedule for the Preliminary Plan Phase (2 year period) to help better define design deliverables? This will assist in validating the preconstruction costs for this phase of the project.	<p>Approx. Pre-Construction Schedule:</p> <ul style="list-style-type: none"> <li>Begin Schematics 11/2009</li> <li>Begin Design Development 4/2010</li> <li>Begin Working Drawings 9/2010</li> <li>Bidding 9/2011</li> </ul>

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19	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?	Yes.
20	Attachment C – Construction Phase Scope Detail	Is CM @ Risk responsible for providing Office Trailer / Space for any entity other than itself? If so, please provide requirements, including temporary services and furnishings if applicable; i.e. power, data, phone, water, desks, chairs, plan tables, filing cabinets, etc.	Requirements are only as specified in attachment C.
21	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>	See answer to Q17 above.
22	<b>Attachment H</b>	Page H1-1 para. 1.1.12 CCIP is referenced. Per page H1-38 a OCIP program is referenced. Which if either is supposed to be priced by CM&Risk contractor?	OCIP would be an AOC provided insurance program.

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23	Attachment F	Page 3 of 3 "... contingency shall cover conflicts and ambiguities in the contact documents, ..." Are the CM@Risk contactors and their subcontractors to assume that this does not include documents prepared by others and that Errors and or Omissions by others are not included in the 3% contingency i.e. Design team, Geotech etc.?	The 3% contingency is to be used to "cover conflicts and ambiguities in the contract documents, and any issues arising from a lack of coordination among and within the subcontractors' performance...". The contract documents include the working drawings and specifications prepared by the architect. Change Orders requested by the AOC (such as a change in scope) will not count against the 3%.
24	Attachment F	Are prices for the Preconstruction Phase included supposed to be part of the bid or are the CM@risk Contractors to price items and include a separate number for each?	Preconstruction phase fees are fixed, CM@Risk proposers should indicate a price for Construction Phase Fees (not including the Preconstruction fees), and at the bottom then provide the sum of the 3 numbers (the "Total Price for Services").
25	Attachment H	Para. 11.1.2.4 states to include Builder's Risk for the final completed value of the project, "...if available at commercially affordable cost as determined by the AOC, earthquake coverage." para. 11.1.2. "...prior consent of the AOC earthquake and earth movement." Is earthquake coverage required?	See response to #17 above.
26	Attachment F	Table Construction Phase Fee and GC's are based on percentage of cost of the work. If the published budget is reduced but the contract time is not. Is it considered a lump sum price no matter if there is a lesser value of the project? If project value increases is the project a percentage value increased by the percentage quoted?	It is considered a percentage of the work, applied to the ultimate total GMAX. If the scope or cost of the work changes significantly, the issue will be revisited.
27	Exhibit A	<b>Attachment A (ii)</b> Mechanical and Structural Peer reviews required at various stages of design are not defined and can have a significant cost variation depending on the extent of the review. Can a better definition be provided?	See answer to Q1 above.
28	Attachment G – Payee Data Record Form	If the Proposer is a joint venture, should the joint venture complete the form OR should each firm comprising the joint venture complete a form separately?	Each firm should complete a separate form.

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29	Proposal Cover Letter	If the Proposer is a joint venture, should the Proposer's information be the joint venture information OR should we include information for each firm comprising the joint venture?	Joint venture information.
30	Proposal Tab 8.1 and 8.2	Please provide specific requirements, if any, for the information requested in these two tabs	Tab 8.1 Cal/OSHA Form 300 and 300A, OSHA logs; for Tab 8.2 – a written statement regarding any claims and/or litigations against the company.
31	Exhibit A of Attachment A – Statement of Work; .4 Basic Services, A. General, 16(iii)	<p>The QC Program requires that "...all drawings and specifications shall be reviewed and checked by at least one professional trained in the same discipline as the professional who prepared the drawings and specifications,...". We have the following questions regarding this requirement:</p> <ol style="list-style-type: none"> <li>1. What are the specific design disciplines we will be required to review to meet this requirement? (for example, architecture, electrical, civil, acoustic, roofing/waterproofing, interior design, LEED, security, tele/data, kitchen consultant, etc.)</li> <li>2. At what stages of the design will the review be required?</li> <li>3. What is the format of the deliverable anticipated by the AOC at each stage(s)?</li> </ol>	<ol style="list-style-type: none"> <li>1. See answer to Q2 above.</li> <li>2. Reviews are listed in Attachment A, Preliminary Plan Phase and Working Drawing Phase sections.</li> <li>3. The format is open to negotiation, but is generally an itemized list of comments, referenced to individual drawings or specification sections.</li> </ol>
32	Attachment F – Fee Proposal Form, Services Table, Page 2 Of 3	For services performed during the Preliminary Plan Phase and the Working Drawing Phase, are we required to perform these services for the stated sums of \$700,000 and \$1,050,000, respectively, OR are we to insert a fixed price for these Services developed by the Proposer?	The Proposers are required to perform the services for the stated sums.
33	Attachment A - Exhibit B.2.D	This item relieves the requirement to pay interest on late payments per CA Public Contract Code Section 20104.50. Can this be modified to include the payment of interest for late payments?	The AOC declines to modify this item.
34	RFQ/P Item 3.0 Project Description	Has the project already been registered with the USGBC for Version 2.2 of the LEED Standards?	Yes, the project has been registered with the USGBC.

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35	Attachment H – Article 2.3.1.1 and Article 2.3.1.2	Can the duration between notice and the AOC’s ability to take action be modified to 14 days in lieu of 5 days to allow time for notification to and action by Subcontractors and/or vendors?	The AOC declines to modify this item.
36	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.	AOC will provide Contractor with all final reports that the AOC receives during the Acquisition and Preliminary Plan Phases. The soils report is issued with this addendum.
37	Attachment H – Article 3.10.9	Can the last sentence be modified to read as follows: “In such an event, the Contractor shall not be entitled to receive a time extension or delay damages until all AOC-caused timesaving are exceeded and the contract completion date is <i>projected</i> to be exceeded <i>and substantiated via the approved Work Schedule?</i> ”	The AOC declines to modify this item.
38	Attachment H – Article 7.3.3	Can the second sentence of this article be deleted and replaced with the following: “Liquidated damages shall not be deemed to include within their scope additional damages arising from defective work.”	The AOC declines to modify this item.
39	Attachment H – Article 7.3.4	Can this article be deleted to allow the Contractor the ability to remedy work that has fallen behind schedule? If not can the article be modified to read as follows: “Should the Contractor fall behind the approved Work Schedule, the State reserves the right to deduct an amount equal to the potential liquidated damages associated with the estimated completion date from the Contractors progress payments until such time the delay is remedied.”	The AOC declines to modify this item.
40	Attachment H – Article 7.4.3	Please confirm that extended general conditions will be allowed with the approval of a time extension.	Will be negotiated based on the facts involved.
41	Attachment H – Article 7.4.3	Please confirm that additional costs associated with engineering and inspection for a time extension granted by the AOC will be paid by the AOC.	The AOC will pay costs for AOC engineering and inspection for unavoidable time extensions or those requested by the AOC.
42	Attachment H – Article 11.2	Please confirm that since the option of an OCIP is a consideration for the project, the cost of all insurance including Builders Risk should not be part of the cost of work rather than as a portion of the percentage for the CM at Risk Construction Phase Services.	All insurance indicated to be required shall be included as specified in the documents; if the AOC proceeds with an OCIP the CM@R will be asked to identify and deduct appropriate insurance costs from its fee.



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43	Attachment C	The following items are included in the attachment as a part of the CM at Risk Fee: Recycling/Trash Dumpster Removal/Hauling, Trash Chute and Hopper, Barricades, Opening Protection, Drinking Water/Cooler/Cups, Safety First Aid Supplies, Storage Trailer and Tool Shed Rental and Safety Railing and Nets. Please confirm if these items can be included as a part of the cost of work as it relates to the Subcontractors scope of work.	Yes.
44	Attachment C	Is a full time security guard watchman service required?	This is at the discretion of the CM@Risk.
45	Attachment H (General Conditions) Section 11.1.2.4 Bldrs Risk Ins	Per attachment C, Bidders are to include the cost of the premium for Builder's Risk Insurance. Clarify if bidders are to include the cost of earthquake coverage in the builder's risk policy. 11.1.2.4 of the attachment H: the General Conditions of the Contract for Construction states that it shall be included "if available at commercially affordable costs as reasonably determined by the AOC".	See response to Q17 above.
46	Attachment H (General Conditions) Section 11.1 Bldrs Risk Ins	If the CMAR is to provide a separate premium for Builders Risk Insurance and include earthquake coverage, are they then expected to assume responsibility for the deductible? Elsewhere in Section 11.1.2.4 it states Bldrs Risk deductible shall not be a recoverable cost. Recognize that the deductible for earthquake insurance is customarily 5% of the total costs of the project (\$10,000,000 +/- for New Stockton Courthouse). If AOC will not assume risk for the Bldrs Risk deductible for Earthquake insurance, can any or all of the deductible be subtracted from remaining contingency?	See response to Q17 above.
47	Attachment C; Temporary Utilities	Request clarification: In Attachment C, Table "Temporary Utilities" , items 1 thru 9 are you asking us to include pricing for the temporary utilities (telephone, elect. Power, water service, heating & cooling) for just our field offices? or the entire 'construction site'?  Note: We believe pricing the entire 'construction site' temporary utilities would be more cost effective buying them out competitively in the subcontractor's bid price. In absence of a final site selection nor a final building design, it would require the CMAR to budget these expenditures on a more conservative side absent a design and make broad based assumptions for actual requirements.	Temporary Utilities are for the entire site.

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48	Attachment C; Temporary Facilities	Request clarification: In Attachment C, Table "Temporary Facilities", items 9 – 14 (temp fence; covered walks; barricades; temp stairs; opening protection; safety rail & netting) you request that the CMAR include this scope in his Construction phase services fee. Given the fact that pricing of these items can be dramatically affected by final site selection and design and/or structural systems, we recommend excluding these items from the construction phase services fee and competitively bid these facilities in with the subcontractor bid packages once the scope can be defined. In absence of the aforementioned information, you require the CMAR to budget these expenditures on a more conservative side absent a design and make broad based assumptions for actual requirements. Please confirm that it is your intent to include this scope of work in the construction phase services fee?	The AOC declines to modify this item.
49	Attachment F/Fee for Preconstruction Phase.	What is the design schedule for the Preliminary Plan Phase(Design Development only) and Working Drawing Phase?	See response to Q18 above.
50	Exhibit A of Attachment A (Statement of Work)	Clarify items .4A.11, .4A.16.(iii), .4B.1(ii) and .4C.1(iv) of the Statement of Work that the contractor is responsible to retain independent structural and mechanical engineers to provide peer review of AOC's structural and mechanical designs. If structural and mechanical peer review is required to be performed by the contractor, confirm that the contractor is not required to provide peer review for other design disciplines	See responses to Q1 and Q31 above.
51	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. These functions are generally the responsibility of professional designers and not contractors. Please clarify the contractor's expected obligations.	The sections cited ask for ongoing assistance from the CM@Risk to review constructability, installation sequencing, materials selection, costs, and schedule.  The CM@Risk is asked to provide input on the code as it relates to materials and installation.
52	Exhibit A of Attachment A (Statement of Work)	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?	The AOC declines to modify this item. Both the design professionals and the CM@Risk will be required to so certify.

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53	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 <u>Substantial Completion</u> of the construction work or <u>Final Completion</u> of all construction Work?	Substantial Completion.
54	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	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, why would 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 will not be responsible for paying the additional charges for the owner's engineering and inspection services.
55	Exhibit B of Attachment A (Payment Provisions)	.1. - Contract Amount: The first sentence appears to be missing language between "may be" and "the Contractor".	Should read: "The total amount the AOC may pay the Contractor....."

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56	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk); Attachment C (Construction Phase Scope Detail); Exhibit C to Attachment A (General Terms and Conditions)	Per 11.3 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk the premium for the CMAR's payment and performance bond is a reimbursable cost of the work. Per Attachment C (Table: Miscellaneous Project Costs, Item 1) and Attachment F Fee Proposal Form first paragraph on page 3 of 3 that starts "***Costs shall be inclusive..." the CMAR's payment and performance bond is to be a part of the lump sum construction phase services fee. Please clarify. If this is a reimbursable cost of the work (per Attachment H) do we exclude quoting CMAR's bond as a part of the construction phase services fee regardless of the fact that Attachment C and Attachment F stipulate that CMAR's bond be included in the construction phase services fee?	See response to Q15 above.
57	Exhibit B of Attachment A; item 1 Contract Amount, par B.1.(ii)	General Conditions are based on several factors, duration, purported budget, complexity of project, location, etc. Given economies of scale, if there is a dramatic reduction in either budget or duration how are the G C's going to be dealt with equitably? See Exhibit B of Attachment A; item 1 Contract Amount, par B.1.(ii)	See answer to Q26 above.
58	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Item 11.3.1 requires the Contractor to provide 100% Performance and Payment bonds for this project. Is a Bid Bond required to be submitted with the proposal?	No.
59	RFP	Will the AOC hire a third party commissioning agent?	Yes.
60	Exhibit C.11.	Exhibit C.11.E isn't clear where it states "AOC ....will not be personally responsible for liabilities arising under the Contract". Is this saying the AOC is not liable for damages stemming from its own breach of contract?	No, this section refers to personal liability.

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61	CM Agreement Section 4.A.16.iii and Section 4.B.1.ii	Basic Service Section 4.16.iii states that “the Contractor shall ensure that all drawings and specifications shall be reviewed and checked by at least one professional trained in the same discipline as the professional who prepared the drawings and specifications...” This will require the Contractor to include costs for a duplicate design team such as an architect, civil engineer, lighting engineer, etc. <b>Please confirm that the “professional” reference refers only to the Structural and Mechanical Peer Review engineer as required in Section 4.B.1.ii. If 4.B.iii is correct please revised the requirements stipulated in 4.A.16.iii.</b>	See response to Q31 above.
62	CM Agreement Section 4	As outlined in Section 4 the design development and subcontractor procurement phases do not appear to overlap. <b>Please confirm if the AOC will allow key design/build trade packages to be procured prior to the completion of design.</b>	The AOC declines to allow this.
63	CM Agreement Section 4	<b>Please confirm the obligations of the CMAR outlined in Section 4 whereby the CMAR is required to assist, verify, certify, review and check for conformance to Owner’s Program, codes, statutes, regulations, etc. is limited to concerns regarding constructability, installation sequencing, cost and schedule.</b>	See response to Q52 above and Q 67 below.
64	Request for Qualifications/Proposals 4.4 Tab 4	Previous AOC Courthouse Solicitations have required a maximum of (10) Example Projects to have been completed in the last 10 years. <b>Please confirm 10 years is acceptable</b> in lieu of the 5 years indicated in the New Stockton Courthouse RFQ/P.	See response to Q9 above.
65	Request for Qualifications/Proposals	Please confirm the AOC responses to pre-proposal questions posted to the website will be issued with a formal Addendum and will be a Contract Document.	Yes, responses will be posted as formal Addenda and will be made a part of the contract.
66	CM Agreement Section 4.A.16.iii	4.A.16.iii Please define the requirement to “check” the drawings and specifications. To what criteria will the CMAR be “checking” the documents? Please confirm the “checking” requirements do not include checking the designer’s responsibilities such as, but not limited to, engineering, calculations, code applications, etc.	See responses to Q2 and Q31 above, and Q67 below.
67	Fee Proposal	As discussed on the Pre-Bid Conference Call - The reference to conflicts,	

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	Attachment F; CM Agreement - Definition L.4 Basic Services Article A.12,A.16iii, B.1iii, C.4.vii, C.4.ix, C.5.v; General Cond's Attachment H – 1.5.2 and 1.5.2.1, 2.2.3, 6.6.2, 6.6.3	<p>ambiguities, errors and omissions is applied broadly to what is contained in the Contract Documents (examples to be found in the RFQ References listed), the bid packages and the general review for conformance with the Owner's Program, as part of the CMAR's services. In an effort to clarify the AOC's intended expectations of the CMAR it would be helpful if the AOC answers each of the following clarification requests:</p> <p>1) Any cost impacts of conflicts, ambiguities, errors and omissions are outlined to be the responsibility of the CMAR without limitation. While the CMAR will exercise its best efforts to identify and notify the AOC and design team of any issues relative to the completeness of the documents, code conformance, inter-disciplinary design coordination, conformance to the Owner's Program requirements, including the use of Peer Reviews for the structural and mechanical design, the CMAR will be providing these services in the Contractor's capacity as a contractor and not as a licensed design professional, and specifically <u>not</u> as a design/builder. Please confirm that any liabilities, financial or otherwise, associated with design errors and omissions resulting from the Architect and other design professionals, not contracted by the CMAR, are not the responsibility of the CMAR.</p> <p>2) Please confirm that the risk assumed by the CMAR in 6.6.2 of Attachment H – General Conditions regarding it having no right for change orders or extra work due to conflicts, ambiguities or omissions in the Contract Documents applies only to change orders and extras needed as a result of CMAR's failure to discover, in its capacity as a Contractor and not a design professional, conflicts, ambiguities, or omissions in the Contract Documents that are reasonably discoverable by a contractor who is not a licensed design professional during the constructability review process of the Contract Documents.</p> <p>3) Please confirm that the Contractor's Contingency will only be used for change orders and extras resulting from the CMAR's failure to identify such conflicts, ambiguities or omissions in the Contract Documents that would reasonably be discoverable by a Contractor, in its capacity as a Contractor and not a licensed design professional, during the "constructability" review process of such documents.</p>	<p><del>1. Yes, agreed.</del>  <del>2. Yes, agreed.</del>  <del>3. Yes, agreed.</del>  <del>4. (not used, duplicated question)</del>  <del>5. The CM@Risk would be responsible for these costs; a diligent review would note that the rebar is missing.</del>  <del>6. Yes, agreed. The CM@Risk is not expected to verify engineering.</del>  <del>7. The CM@Risk would be responsible for these costs; a diligent review would note that the lighting is missing.</del>  <del>8. Yes, agreed. The CM@Risk is not expected to verify engineering.</del>  <del>9. Yes, agreed. The CM@Risk is not expected to verify engineering.</del>  <del>10. Assuming the CM@Risk locates the building per the approved contract documents, the CM@Risk is not responsible for property line/encroachment issues.</del></p> <p>In response to these questions, the AOC has decided to decline to answer specific hypotheticals. The role of the CM@Risk during the design phases, as defined in Attachment A, CM Agreement for Preconstruction and Construction Phase Services, is to provide diligent review of the design and construction documents for constructability and completeness only, to minimize change orders during the course of construction.</p>

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		<p><del>4) Please confirm that the Contractor's Contingency will only be used for change orders and extras resulting from the CMAR's failure to identify such conflicts, ambiguities or omissions in the Contract Documents that would reasonably be discoverable by a Contractor, in its capacity as a Contractor and not a licensed design professional, during the "constructability" review process of such documents.</del></p> <p>(question was duplicated)</p> <p>5) As an example to illustrate the above, if a concrete grade beam is shown without rebar in the Construction Documents and a subcontractor submits a change order for the rebar not shown, is the CMAR responsible for these costs?</p> <p>6) If a concrete grade beam is shown with rebar in the Construction Documents but it is determined that the rebar is insufficiently engineered and needs to be changed, please confirm this is not the CMAR's responsibility.</p> <p>7) If a room is shown with no provisions for lighting in the Construction Documents but it is later determined that lighting is required, is the CMAR responsible for these costs?</p> <p>8) If a room is shown with provisions for lighting in the Construction Documents but it is later determined that the foot-candle levels are insufficient, please confirm this is not the CMAR's responsibility.</p> <p>9) If the structural frame for the building is designed to code however it is later determined that the frame cannot support the mechanical equipment, please confirm this is not the CMAR's responsibility.</p> <p>10) If the location and dimensions of the building as it is positioned on the project site are later found to violate property lines/encroachments, please confirm this is not the CMAR's responsibility.</p>	
68	General Conditions Attachment H Article 8.7	8.7.2 Requires the CMAR to provide the AOC with Contractor's final statement invoice. Please confirm this will be modified to reflect that the CMAR will provide a final conditional lien when submitting the invoice and will provide an unconditional lien upon receipt of payment.	CM@Risk will provide a final conditional lien when submitting the invoice and will provide an unconditional lien upon receipt of payment.

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69	Attachment A – Exhibit B Payment Provisions	Please confirm .1 Contract Amount should read “The total amount the AOC may “pay” the Contractor...” in lieu of may “be”.	See response to Q55 above.
70	CM Agreement 4.C.4.ix	In order to clarify the AOC’s requirements please confirm the following modified language: “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 <b>regarding the scope (not design related) established in the</b> bid packages shall be construed against the Contractor in favor of the AOC.”	The AOC declines to modify this item.
71	General Conditions – Attachment H	Regarding earthquake insurance coverage please confirm if the AOC New Stockton Courthouse is covered by Public Contract Code section 7105.	No. Generally the Public Contract Code does not apply to the Judicial Council and AOC unless specifically referenced.
72	General Conditions Attachment H Section 7.3.3	Please confirm the liquidated damages shall be the AOC’s sole and exclusive remedy for Contractor’s failure to complete the Project by the contracted completion date.	The AOC declines to modify this item.
73	General Conditions Attachment H Section 7.3.3	<p>Please confirm the AOC’s acceptance of the AIA standard waiver of consequential damages as outlined below:</p> <p>Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:</p> <p>Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and</p> <p>Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.</p> <p>This mutual waiver is applicable, without limitation, to all consequential damages due to either party’s termination. Nothing contained in this provision shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.</p>	The AOC declines to modify this item.



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74	General Conditions Attachment H Section 6.7	Expenses listed in 6.7.3 such as bonuses, incentive pay, etc. are standard compensation for the individuals directly assigned to the Project and are therefore expenses as cost of the work and should be considered reimbursable costs of the work. Please revise this provision.	Only applies to changes, not the main body of the work.
75	RFQ/P Document and Attachment F	The RFQ/P Item J.1 allows for exceptions to be taken by a Service Provider however Attachment F requires the bidder to sign an acknowledgement of agreement with all terms in the CM Agreement and General Conditions. Please confirm exceptions will be allowed consistent with the RFQ/P as there may be issues and inconsistencies in the documents that require clarification after the pre-bid question period.	Yes, agreed. In the event of inconsistencies and clarifications, exceptions will be allowed consistent with the RFQ/P, however terms and conditions of the contract will not be subject to negotiation.
76	RFQ/P OCCM-2009-02 Attachment C Construction Phase Scope Detail Page 4 of 5	"Premiums - GC Insurance" is checked for both State and CM@R contractor. Which one is correct?	Both are correct, one refers to OCIP if provided by the AOC.
77	RFQ/P OCCM-2009-02 Attachment H General Conditions of the Contract for Construction Section 11.1.2.4; Page H1-37	"Builder's Risk Insurance", it states that if earthquake insurance is deemed commercially affordable by the AOC that it is to be included and premiums would be paid by the CM@R contractor. Is earthquake insurance to be included in our Construction Phase Services costs?	See response to Q17.