



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

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ADDENDUM 1

Date	Action Requested
March 17, 2011	Please review the attached responses to questions regarding the RFQ/P
To	Deadline
Potential Proposers	N/A
From	Contact
Judicial Council of California Administrative Office of the Courts, Office of Court Construction and Management	occm_solicitations@jud.ca.gov
Subject	
Addendum No. 1 Responses to Questions	
New Kings County Courthouse Solicitation Number: OCCM-2011-08-BR	

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Addendum No. 1

#	RFQ/P Reference	Question	Response
1	Exhibit A – Attachment A – Section 4.A.16 (iii)	Please clarify if it is the intent of this section to allow Construction and Construction Management professionals trained and qualified in general areas of construction perform these reviews or if 'licensed' professionals are required? If licensed professionals (in the same field) are required, please elaborate to what level this is required; i.e. acoustics & vibration, civil, mechanical, electrical, etc. as this can involve significant costs.	CM's professionals are to be trained in the same discipline of review but not necessarily licensed.
2	Exhibit A – Attachment A – Section 4.C.1.(viii)	Please clarify the construction duration; 970 calendar days are referenced in this section vs 670 elsewhere. Also, Exhibit A of Attachment A indicates the estimated start of construction as April 2013 and completion as December 2014 which equates to a maximum of 639 calendar days.	670 days is the expected time of construction. The schedule in Exhibit A says "estimated". 970 is an error.
3	Attachment C – Construction Phase Scope Detail	Is CM @ Risk responsible for providing Office Trailer / Space for the AOC? If so, please define requirements.	Yes, provide one desk, chair, and internet connection for AOC use.

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4	Attachment H General Conditions & Attachment C	Attachment H – General Conditions, Article 6.7.1 and Article 6.7.2 defines costs that are considered Direct Cost of the Work and costs that are to be reimbursed through the Contractor’s fee percentage. Attachment C – Construction Phase Scope Detail also outlines items that are Direct Cost of the Work and items that are part of the Contractor’s fee. In the case of conflict between the General Conditions and Attachment C, please clarify which document will govern; for example, the General Conditions indicates the costs of removal from debris from the site is a Direct Cost of Work (6.7.1.4.2), however Attachment C (temporary Utilities Item 13) indicates that trash dumpster removal/hauling cost is part of CM@Risk fee.	If a trade subcontractor performs specific, exclusive trade materials debris removal, the General Conditions address appropriate charges. Trash removal provided to all trades and as normal site operations maintenance is considered part of the CM@R’s responsibilities.
5	General Conditions 11.2.2	Based upon the size of this project, the OCIP limits of \$25M are inadequate. Recommend consideration to increase limits to \$50M.	The limits of liability that will be purchased to insure the CM@Risk contractor and sub-contractors of every tier will be adjusted, in cooperation with the selected CM@Risk, according to the risk associated with the project, but will be no less than the amount indicated in section 11.2 of Attachment H.

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6	General Conditions 11.2.1.1	Please clarify if the OCIP will be extended to enrolled Contractors & Subcontractors to provide "ongoing operations" coverage for warranty or punch list periods.	The OCIP will continue to provide Commercial General Liability insurance covering claims or lawsuits, which result from warranty work undertaken by Enrolled Contractors at the Project Site for a period of 24 months after the Enrolled Contractor's coverage under the OCIP is terminated at the conclusion of the work at the Project Site.
7	Pollution Liability	Please clarify if the OCIP provided pollution liability includes coverage for Mold at full limits	The contractors pollution liability does include coverage for claims and lawsuits resulting from mold at the full limits of the policy which will be not less \$5,000,000 per occurrence and project aggregate with a 10 years completed operations coverage.
8	General Conditions 3.2.6	Section provides that Contractor bears the risk of loss, injury or damage to any part of the work (except an Act of God, a natural disaster as proclaimed by the government, an act of public enemy, or damage caused by the government). Can this section be revised to limit Contractor's risk to only those damages that are Contractor's fault or are otherwise covered by insurance?	No.