

New San Bernardino Courthouse
 CM at Risk
 RFQ/P ##OCCM-FY2008-07
 Addendum 4

#	RFQ/P Reference	Questions	Answers
1	Due Date of RFQ/P	<p>The Request for Qualifications and Proposals for the New San Bernardino Courthouse was issued by AOC the afternoon of February 13, 2009 with a response date of March 6, 2009. Additionally, the responses to the RFQ/P are to be turned in at the AOC's San Francisco office, thereby effectively shortening the response time for proposers who must allow for delivery time to San Francisco.</p> <p>The New San Bernardino Courthouse Project is a major project and the information requested by the RFQ/P is extensive. The development of the response to the RFQ/P will require significant and thoughtful analysis to provide the AOC with a quality and competitive response. The size of the project also dictates that our legal representatives, risk management representatives and sureties will be involved in the review and analysis.</p> <p>In consideration of the above, we request that the AOC consider extending the due date for RFQ/P responses. We request that the due date be revised to March 24, 2009.</p>	<p>Proposal due date has been changed to March 24, 2009, no later than 1 PM. Please see Addendum #3 for time extension.</p>

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<p style="text-align: center;">2</p>	<p>Page 8 of 22, Section 4.0 in the RFQ/P</p>	<p>On page 8 of 22 in the RFQ/P, Section 4.0, the AOC has identified several AOC offices where proposers can view schematic design documents, CEQA information and technical information. The pricing requirements include the proposer's general conditions and certain general requirements.</p> <p>In order to provide a thorough, accurate and competitive price proposal, we need to have our own copies of the schematic design documents, CEQA information and geotechnical information. Viewing this information at the AOC's office does not provide sufficient access to allow us to develop our proposal.</p> <p>Will AOC Provide this information electronically or in hard copies for all of the proposers?</p>	<p>Yes. Please see Addendum 2</p>
<p style="text-align: center;">3</p>	<p>Attachment C: Construction Phase Scope Detail of the RFQ/P</p>	<p>Attachment C, Construction Phase Scope Detail, of the RFQ/P identifies categories and responsibility for project services and costs. Several of the line items identified as CM at Risk- Construction Phase Services are typically provided by the subcontractors as part of their construction services. These items would be procured from the subcontractors based on a defined scope and in a competitive process.</p> <p>Will the AOC consider revising the Attachment C Cost Matrix based on recommendations received from the proposers?</p>	<p>Attachment C remains unchanged.</p>

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4	Tabs 5, 6 & 7 on Page 6 of 22 in the RFQ/P	Tabs 5, 6 & 7 on Page 6 of 22 in the RFQ/P, require the submission of a Standard Form 330. Since this is for Architect-Engineer Qualifications, would the AOC accept an AIA Document: AIA 305 Contractors Qualification Statement instead?	No. Standardization of submittal materials is necessary for AOC review.
5	Page 11 of 22, Section 8.0 in the RFQ/P	On page 11 of 22 in the RFQ/P, Section 8.0, the AOC is requiring a completed DVBE Compliance Form to be included in our response to the RFQ/P and when bidding the project for construction. Given the amount of time allocated for our response, what is the AOC's expectations for the response to this criterion?	Proof of DVBE Compliance will not be required in responding to this RFQ/P. The selected CM@ Risk Contractor will be expected to demonstrate DVBE Compliance during the Bidding Phase.
6	RFQ, Page 4 of 22, Paragraph 2	Does the phrase "single firm or entity" allow for submittals from joint venture respondents?	Yes
7	RFQ, Page 6 of 22, Section 4.4, Tab 4	If the respondent is a joint venture, can the 10 example projects include examples from all partners for a total of 10?	Yes
8	RFQ, Page 7 of 22, Section 4.4, Tab 10	If the respondent is a joint venture, do we include the audited financial statements for each joint venture partner or the joint venture as a separate entity?	That would depend on when the joint venture started. If it is recent then audited financial statements for each of the separate entities would be fine. If the joint venture started, for example, one annual period before the date of proposal then it would be two years separate and one year joint.

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9	Attachment F - Fee Proposal Form Attachment C – Construction Phase Scope Detail	Construction Phase Costs as delineated in the SOW per Attachment C are comprised of both Fixed and Variable Costs, but are primarily Fixed. Therefore, to assign a % Factor related to the Direct Cost of work as noted in the 3 rd line of the proposal form and noted “will be adjusted...” introduces substantial risk to the Proposer in a downward trending market. Is it possible to modify this form such that the Construction Phase Costs are separated into 2 items: 1) Fixed Component + 2) a % Component to be based on and adjusted with the Total Direct Cost?	No modifications will be considered.
10	Attachment F, Fee Proposal	Please explain the “price” to be proposed. The price includes the services but <u>not</u> the GMAX number?	Services not the GMAX
11	Page 11 of 22, Section 8.0 in the RFQ/P	Per conference call on 2.25.09, it is our understanding that all we need to submit in our response is our DVBE Procurement Program showing how we will achieve the 3% goal during the construction phase. Please confirm by addendum.	Please see response to Question 5. No DVBE Compliance response or description is required as part of responding to this RFQ/P. It will be required during the Bidding Phase which is most accurately placed as part of the Working Drawings Phase as more fully described in Attachment A, CM Agreement for Preconstruction and Construction Phase Services of this RFQ/P.
12	3.0 Project Description	Please verify “Estimated Notice to Proceed with Construction Phase: January-February 2011”	Verified. All dates are estimated and subject to change. If the dates are exceeded within reason, no additional services will be compensated.

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13	Attachment E Technical Qualifications Questionnaire and Form 330 Architect – Engineer Qualifications	Attachment E, Question 13 states that it is included as Tab 4 in SOQ. Criteria in Question 13 differ with criteria in Tab 4, please clarify and verify which criteria is to be used to answer questions.	See revised Attachment E and RFQ/P solicitation (Tab 4)
14	Part B, Division 1, page 5 Section 01-91-13	It appears that the construction management scope per the schematic documents specifications Part B, Division 1, page 5 Section 01-91-13 includes the requirement for a commissioning agent to be furnished as a part of the Construction Manager at Risk scope, and also defines a Commissioning Authority scope by the owner. In yesterday's conference call, the term commissioning agent was used in reference to an upcoming separate RFP/Q scope. Please clarify the commissioning related scope to be included in the CMR contract and therefore in our price submission for the Preconstruction Phase and Construction Phase Services if different than that described in the specification.	<p><i>Systems in the LEED® Fundamental and Enhanced Commissioning scope</i></p> <ol style="list-style-type: none"> 1. All equipment and controls of the heating, ventilating and air conditioning systems 2. Central building automation system 3. Lighting fixtures and controls, including occupancy sensors and daylight dimming 4. Domestic water heater systems <p><i>Part B - Systems to be commissioned, but not governed by LEED® requirements</i></p> <ol style="list-style-type: none"> 1. Emergency power generators and automatic transfer switching (Div. 26) 2. Electrical switchgear and distribution panels (Div. 26) 3. Uninterruptible power supply systems (Div. 26) 4. Electronic security systems (Div. 28) and life safety systems (fire alarm, fire protection) (Div. 21) 5. Communication systems (AV, paging, intercom and sound controls) (Div. 27) 6. IT systems

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15	RFQ&P, Page 7 of 22, Tab 10. Financial Information	<p>On page 7 of 22 in your Request for Qualifications / Proposal, Tab 10 Financial Information, you are requesting (3) annual audited financial statements preceding the due date. As part of your requirement, statements should not be in the name of the parent organization or subsidiaries.</p> <p>This contractor operates as a wholly owned subsidiary of a parent corporation. Our audited financial statements are only prepared as full corporation information including all subsidiaries. On the consolidated balance sheets, all of the subsidiary numbers are combined. Individual subsidiary financial breakdowns are shown within this document, which includes our specific balance sheet, statement of income, retained earnings and statement of cash flows.</p> <p>Please confirm that this format will be acceptable within the intent of of the RFQ/P.</p>	That format will be acceptable provided the individual subsidiary financial breakdowns reflect the required information in a clear and concise manner.
16	Mechanical & Structural Peer Review; RFQ/P Page 9 of 23;	As the CM @ Risk, do we accept the design liability by conducting a peer review during preconstruction and realize that our peer review consultants and architect of record both misinterpreted code?	Peer review required is NOT a plan check. In Design Development phase, the AOC expects input on the appropriateness of the systems choices, analytical methods, etc. In Working Drawings phase, the AOC expects input on whether the scope has been appropriately addressed, etc.
17	Structural and Mechanical Peer Review; CM Agreement for Preconstruction and Construction Phase Services; .4.B.1.(ii)	What is the peer review process? Need description to be able to price the service.	Please see Answer No. 16 above.
18	Commissioning and Acceptance Testing, RFQ/P Page 10 of 23	Can the AOC provide a detailed description of the Commissioning and Acceptance Testing criteria? The cost to coordinate this work varies dramatically. Is this a Chernobol type of commissioning?	Please see answer to question 14.

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19	DVBE Compliance Form; RFQ/P Page 12 of 23	Isn't it too early to submit the DVBE Compliance Form with the CM@Risk proposal?	Please see answer to questions 5.
20	Less Costly Alternate Solution; RFQ/P Page 13 of 23	Proper use of BIM will decrease total construction cost, minimize use of Contractor's Contingency, reduce costs in reviewing change orders, minimize schedule conflicts and rescheduling costs but if we include such support in the Preconstruction and Construction Phases we will increase our "Cost Per Unit of Quality." How do we include this service which is in the best interest of the State and not get penalized?	Currently the project is not utilizing BIM. Documentation by Architect is produced in Autocad. BIM is not required in this RFQ/P but a firm's capability to use BIM will be a consideration.
21	CM Agreement for Preconstruction and Construction Phase Services; Item .4.A.4 Basic Services	What are the frequencies and locations of the Project Status Meetings? Travel cost need to be determined.	The Architect's estimated design schedule: Weekly meetings in Design Development Phase and meetings every three weeks in Working Drawings Phase. 50% of meetings are held in San Bernardino and 50% are in held in San Francisco (S.F. meetings can be attended as "Go-To Meetings" via internet). Additional meetings may be required in these phases. Meetings for bidding and construction not known.
22	Approval of Funding; CM Agreement for Preconstruction and Construction Phase Services; .4.C.1.(ix)	What is the most likely time period for AOC to obtain approval of funding in the Working Drawing Phase?	Funding for working drawings phase is start of Fiscal Year 2009 – 2010.
23	Direct cost of the work; CM Agreement for Preconstruction and Construction Phase Services; Exhibit B of Attachment A; Item .1.B.1(ii)	How was the 0.1372 factor determined? How is it applied?	See revised Attachment A. This factor is to be determined as part of your proposal.
24	Indemnification; CM Agreement for Preconstruction and Construction Phase Services; Exhibit C of Attachment A; General Terms and Conditions; Item .10.	The indemnification clause is a Strict Type I clause. Will AOC change the clause to mutual indemnification language?	No.

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25	Force Majeure; CM Agreement for Preconstruction and Construction Phase Services; Attachment A; General Terms and Conditions; Item .13., Page -C-8-	Due to a Force Majeure issue, can the CM@Risk claim a "Justified Delay?"	Attachment A is a services agreement. "Justified delay" applies to the General Conditions of the Contract for Construction, Document 00700, which comes with the Construction Phase of the Project. As stated in 7.5.2 of 00700, " Justified delays in the continuance or completion of the Work shall include all delays which result from causes beyond the control of the Contractor and which could not have been avoided by the exercise of due care and diligence on the part of the Contractor or the Contractor's Subcontractors. "
26	Construction Phase Scope Detail; Temporary Facilities; Item #2 - Storage Trailer & Tool Shed Rental	Does this item include trailers & sheds for the Subcontractors or trailer and sheds just for the CM@Risk?	Note: Division One is not typically provided in schematic design so assume it will be subject to change. Provide separate trailers for CM @ Risk & AOC
27	Construction Phase Scope Detail; Temporary Facilities; Item #6 - Project Photographs	Are the Project Photographs professionally done? Quantity per month? Aerials?	Note: Division One is not typically provided in schematic design so assume it will be subject to change. Professional photography at your discretion – aerials not in scope.
28	Construction Phase Scope Detail; Temporary Facilities; Item #7 - Temporary Toilets	Does the toilets for the jobsite construction personnel or just for the CM@Risk?	Note: Division One is not typically provided in schematic design so assume it will be subject to change. Provide for all.
29	Construction Phase Scope Detail; Miscellaneous Project Costs; Item #3 - Printing - Drwgs & Specs	What is the extent of the CM@Risk obligation as it relates to providing drawings and specs to jobsite personnel, including subcontractors, sub-subs, vendors and suppliers?	Note: Division One is not typically provided in schematic design so assume it will be subject to change. CMAR provides all documents.

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30	Construction Phase Scope Detail; Miscellaneous Project Costs; Item #7 - Facility Operator / Training	What criteria shall we use in determining the cost to be included in our proposal for this issue? The specifications haven't been developed yet.	<p>Note: Division One is not typically provided in schematic design so assume it will be subject to change.</p> <p>Administrative and procedural requirements for instructing AOC's personnel, including the following:</p> <ol style="list-style-type: none"> 1. Demonstration of operation of systems, subsystems, and equipment. 2. Training in operation and maintenance of systems, subsystems, and equipment. 3. Demonstration and training videotapes.
31	3.6 Taxes; General Conditions of the Contract for Construction; page 00700-16	Is the CM@Risk responsible for future scheduled taxes from date of bid if it hasn't been published or made known?	Yes
32	3.7.1 Permits, Fees and Notices, General Conditions of the Contract for Construction; page 00700-16	Please confirm that the CM@Risk proposal does not contain permit, fee, and notice costs in its RFP. This information is not known at this time.	Please see Attachment C
33	3.7.1 Permits, Fees, and Notices; General Conditions of the Contract for Construction; page 00700-16	Can the CM@Risk advance bill for known and forthcoming permits, fees and notices in the following month? Or can AOC put on account for such costs similar to credits for contractor discounts?	Please refer to the RFQ/P, Section N, page 17 of 22. "THE STATE DOES NOT MAKE ANY ADVANCE PAYMENT FOR SERVICES."
34	3.7.3 Applicable Laws / Codes; General Conditions of the Contract for Construction; Page 00700-16	This clause states a penalty for the CM@Risk for performing work contrary to laws, statues, ordinances, building codes, and rules and regulations that they should have known. Yet, in the Precon (Preliminary and Working Drawings stage) the CM@Risk was obligated to have a peer review of the Designers of Record. How can it be that the CM@Risk should know more than the Designers of Record and Peer Reviewers who are specialist and licensed by the State in this area? Is the AOC transferring the risk of design to the CM@Risk?	<p>Yes. The CM @ Risk may be penalized for performing work contrary to laws, statues, ordinances, building codes, and rules and regulations.</p> <p>No. The AOC is not transferring the risk of design to CM @ Risk.</p>

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35	3.7.4 Subject to Rules and Regulations; General Conditions of the Contract for Construction; page 00700-16	Is the property under the perview of local municipalities, county, district laws, rules or regulations pertaining to permits, or regulating the design or construction? Who is the governing authority?	The Project will be constructed on land owned by the State of California. Approvals include but are not limited to SFM, DSA Access Compliance, CSA, and other approvals as required by law.
36	3.14.3 Anti-graffiti Coatings; General Conditions of the Contract for Construction; Page 00700-21	Is the Architect of Record in agreement with this requirement? Coatings impart a sheen and the exterior skin material hasn't been defined. This requirement should be placed in the project specifications and not in the CM@Risk scope.	Agreed. Please delete the phrase: "with anti-graffiti coatings."
37	6.7.1 and 6.7.2 Allowable Costs; General Conditions of the Contract for Construction; Trucks and Car Allowances for CM@Risk Staff	It is common practice that certain CM@Risk staff personnel have truck use, car allowances and mileage reimbursement. A strict reading of these articles do not allow for such cost. What is the official interpretation? Can we include such cost as allowable and outline our policy on such costs?	No. There's no reimbursement for such costs.
38	6.7.3.10 Project Scheduling and Cost Reporting; General Conditions of the Contract for Construction; Page 00700-29	Cost for project scheduling personnel or payroll or cost accounting are defined as "Cost Not Reimbursed." The contact documents require these services but they are defined as non-reimbursable?	They are non-reimbursable.
39	7.2 Occupancy on Substantial Completion & 8.5.1 Occupancy prior to Completion; General Conditions of the Contract for Construction; Page 00700-30	What are the responsibilities (costs and duties) for the AOC when they occupy at Substantial Completion or early Occupancy as it relates to punchlist, protection, utility costs, warranty start date, liquidated damages, etc?	The provisions speak for themselves.
40	7.5.2 Justified Delay; General Conditions of the Contract for Construction; Page 00700-31	The definition of Justified Delays do not address time extensions or associated compensation. Where is this detailed?	Please see definition 1.1.13, Change Order and Article 6, Changes In the Work.
41	7.6.3 Acceleration Costs; General Conditions of the Contract for Construction; Page 00700-31	Can the AOC replace "or" with "and/or" in this article?	No. The provision stands.
42	7.6.3 Acceleration Costs; General Conditions of the Contract for Construction; Page 00700-31	Is it the intent of the AOC to disregard the subject of inefficiency costs on the part of the Subcontractors with this clause? Is there a limit to the acceleration requests? This is an unfair clause for the Subcontractors.	The Contract speaks for itself.

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43	8.3.3 Warranty of Title; General Conditions of the Contract for Construction; Page 00700-32	This clause should address the situation where the AOC is in breach of contract or has failed to pay. What is the Contractors obligation to a Stop Notice or Claim in this event?	The Contract speaks for itself. The CM @ Risk Contractor's legal obligations regarding Stop Notices are provided by law.
44	11.2.1 AOC Provide Insurance Program; General Conditions of the Contract for Construction; Page 00700-40	Is this an OCIP project? If it is, what is the CM@Risk obligation as it relates to administrating the OCIP?	If an OCIP is instituted by the AOC, the CM@Risk contractor would be required to include the appropriate language and description of the OCIP program in the Subcontractor bid packages, and would be required to work with the AOC representatives throughout the construction of the project to ensure that the contractor and its subcontractors followed the administrative procedures related to the OCIP.
45	11.2.1 AOC Provide Insurance Program; General Conditions of the Contract for Construction; Page 00700-40	Does AOC provide the Builder's Risk and Equipment Breakdown Insurance?	The AOC reserves the right to provide both the builders risk and the equipment breakdown insurance, but the contractor must have the ability to provide this coverage if directed to do so by the AOC.
46	11.3.1 Performance and Payment Bond; General Conditions of the Contract for Construction; Page 00700-42	Suggest that bond forms are mutually agreed to by both AOC and CM@Risk. Is this acceptable?	Since it is the CM@Risk that will provide the bond it is "understood" that the bond form is acceptable to the CM@Risk. Therefore, there is no need for the reciprocal approval language. However, if this were to be important to the CM@Risk Contractor, it would not be a problem.
47	11.2.1 AOC Provide Insurance Program; General Conditions of the Contract for Construction; Page 00700-40	Will AOC allow a Contractor Controlled Insurance Program (CCIP) for some or all of the outlined coverages?	Yes, if the AOC does not institute an OCIP, the AOC will consider a contractor controlled insurance program for some or all of the outlined insurance coverage.
48	Pre Construction Services – Working Drawings Phase	Does AOC reimburse CM@Risk for printing of bidding documents?	This is not a reimbursable expense and should be included in your proposal.