

San Diego Central Courthouse
 CM at Risk
 RFQ/P # OCCM-2010-18-GS
 Addendum 1

#	RFQ Reference	Question	Answers
1	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. Please confirm what professional disciplines will be required for the review and will “licensed” professionals be a requirement.	Contractor is expected to reasonably assess the construction documents for ambiguities, conflicts, and deficiencies related to constructability. Architect/Engineer is responsible for assuring their design work product meets applicable codes and functionality.
2	CM Agreement Section 4 B (ii)	As outlined in Section 4 the design development and subcontractor procurement phases do not appear to overlap. Please confirm if the AOC will allow key design/build trade packages to be procured prior to the completion of design.	With the exception of Tunnel Bidding, A4.C.1.ii, which will take place during the Preliminary Plans phase, Proposers are to assume that any other construction work would be bid following completion of the working drawings phase.
3	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. Please confirm 10 years is acceptable in lieu of the 5 years indicated in the New Stockton Courthouse RFQ/P.	Ten (10) years is acceptable for this Project.

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4	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.	<p>We emphasized at the meeting that all Q&A that weren't in writing were unofficial. We also encouraged attendees who asked questions to restate them in writing and submit them.</p> <p>However, we are responding to the question raised regarding the furniture procurement in this Addendum 1.</p>
5	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.	<p>Contractor is expected to reasonably assess the construction documents for ambiguities, conflicts, and deficiencies related to constructability. Architect/Engineer is responsible for assuring their design work product meets applicable codes and functionality.</p>

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6	Fee Proposal 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 Conditions Attachment H – 1.5.2 and 1.5.2.1, 2.2.3, 6.6.2, 6.6.3	<p>The reference to conflicts, 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.</p> <p>The CMAR has no authority or control of the design team. Please confirm it is <u>not</u> the AOC's intent that the contractor be responsible for design errors and/or omissions of the design team?</p> <p>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> <ol style="list-style-type: none"> 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 	<p>It is not the AOC's intent that the contractor be responsible for design errors and/or omissions of the design team</p>

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		<p>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 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 reasonably be discoverable by the Contractor and not a licensed design professional, during the "constructability" review process of such documents.</p>	<p>1) It is confirmed that the CMAR will be providing these services in the Contractor's capacity as a Contractor experienced with construction of buildings of similar scale and complexity (to the new San Diego Central Courthouse) and not as a licensed design professional, and specifically <u>not</u> as a design/builder.</p> <p>2) Confirmed</p> <p>3) Confirmed.</p>

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7	General Conditions Attachment H Article 8.7	8.7.2 Requires the CMAR to provide the AOC with an unconditional lien when submitting 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.	The documents remain as issued.
8	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 <u>regarding the scope (not design related) established in the</u> bid packages shall be construed against the Contractor in favor of the AOC."	Yes, confirmed

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9	General Conditions – Attachment H	Regarding earthquake insurance coverage please confirm if the AOC San Diego Central Courthouse is covered by Public Contract Code section 7105.	The AOC recognizes that the contractor cannot be responsible for the cost of damage associated with an earthquake or tidal wave without the benefit of property damage insurance or a limitation of liability. While section 7105 of the Public Contracts Code does not specifically apply to the AOC, the AOC will either insure, or cause to be insured, the construction work in progress for all direct physical loss or damage, including damage related to earthquakes and tidal waves, with deductibles that will be comparable to builders risk insurance otherwise purchased by the CM@Risk and in no event in excess of 5% of the contract amount.
10	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 documents remain as issued.

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11	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>	<p>The AOC will not accept the AIA or any other modifications to the terms and conditions of its Standard Contract.</p>
12	General Conditions Attachment H Section 6.7	<p>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.</p>	<p>No. The document remains as issued. Bonuses, profit sharing, incentives are considered to be part of overhead & profit or of wages & benefits – not an additional reimbursable cost of the work.</p>

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13	RFQ/P Document and Attachment F	<p>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.</p>	Attachment F governs.
14	RFQ Section 4.0 and Attachment H.	<p>In the Pre-Proposal Teleconference, the AOC stated the New San Diego Central Courthouse insurance would be provided by the AOC under and Owner Controlled Insurance Program (OCIP). Section 11.2 of Attachment H states that the AOC may implement an OCIP. Please clarify whether or not the AOC will implement an OCIP.</p> <p>In the event the AOC does provide an OCIP, the limits for the General Liability Insurance, Section 11.2.2.1, needs to be materially increased for a project of this magnitude. We would suggest a limit of at least \$100,000,000. Please confirm any adjustment in the OCIP limit.</p> <p>Since the cost of insurance is to be included in the Construction Manager's Construction Phase Services price, confirmation and clarification of the above insurance issues is necessary to provide our proposal.</p>	<p>The project will be insured under the terms and conditions of an OCIP. 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.</p>

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15	RFQ Sections 2.0 and 3.1.f and Exhibit G to Attachment A	<p>RFQ Section 2.0 states, "... all Proposers are required to adhere to all AOC requirements provided herein."</p> <p>Exhibit G to Attachment A, Item 4- Schedule and Cost states, "The project design and construction shall be completed within the approved schedule and within the authorized funds."</p> <p>RFQ Section 3.1.f., Construction Phase Schedule states the construction timeframe as 12/11/13 through 3/1/16 (580 Work Days).</p> <p>Based on the above RFQ requirements, it is our understanding that our proposal should be based on the construction schedule stipulated in the RFQ. However, the stipulated construction schedule is very aggressive for a project of this magnitude which includes a generic description of below grade requirements and above grade requirements. Based on the stipulated construction schedule and stipulated project budget, the construction manager's billings will have to average approximately \$17,000,000 a month for the duration of the project.</p> <p>At this point, there is no information regarding the project design or City of San Diego constraints that the proposers can use to realistically evaluate unknown schedule challenges. Will the AOC consider either modifying the construction schedule to reflect a longer construction duration or let each proposer propose their best schedule without multiple shifts or excessive overtime?</p>	<p>Proposals shall be based on Construction schedule listed in the RFQ/P and its attachments.</p> <p>The construction schedule may be modified by the AOC during the preconstruction phase based on the results of further planning and study.</p> <p>The AOC and the CM at Risk shall agree to the final construction schedule as part of the agreement on the GMAX – as further described Attachment A.</p>

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16	RFQ Section 3.0 and Exhibit G to Attachment A	The RFQ contains a general description of the project. Would the AOC also make available to each proposer all other project specific documents that will allow us to better understand the project composition? This information would be very helpful in accurately preparing our proposal.	All current information provided.
17	RFQ Section 3.0 and Exhibit G to Attachment A	I was reviewing your bid for the San Diego Central Courthouse and was wondering if your bid will call for security guard services, or will it just be at the contractor's decision?	Please see revised Attachment C, issued as part of this Addendum 1. The selected CM at Risk Contractor will be responsible for Security Guards and Watchman Service for the site.
18	Attachment C - Construction Phase Scope Detail – Page 3 Of 5 item #20.	Will the AOC consider moving the cost of the 'Lay down area lease' to Direct Cost of the Work? At this early point in the project, determining staging and lay down areas adjacent to the project that are or will be available to lease at the time of construction is extremely difficult.	No.
19	OCCM-2010-18-GS <u>Confidential RFI</u> – cost	Will there be a cost or budget cap for services provided during the Preliminary Planning Phase or during the Working Drawing Phase?	We do not respond to confidential RFIs.
20	OCCM-2010-18-GS Not confidential – schedule	The RFP indicates a schedule completing construction in 2016. Can you please confirm that we are to price this schedule (time frame) in the RFP and not an accelerated schedule? If an accelerated schedule is required for pricing, can one be issued so that all assumptions are consistent and the base pricing and be compared accurately?	Proposals shall be based on the schedule in the RFQ/P. Any alternative schedule would be confirmed by study during the Acquisitions Phase.

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21	OCCM-2010-18-GS Section 4.4, Tab 10 – Financial Information	The RFP requests that the financial statements provided are “not in the name of parent organizations, and do not include other subsidiaries.” Our official financial statements are consolidated statements bearing the name of our parent company and including other subsidiaries. However, the portion that that bears our name is clearly separated and labeled. These statements were accepted by the AOC in previous submittals. Can you confirm that these will be acceptable for this submittal?	As long as the portion that bears the proposer’s name is clearly separated and labeled, they will be acceptable.
22	OCCM-2010-18-GS Section 3.1 General and Estimated Schedule of Work	In the itemized list of start and completion dates, phases b through f, the acronym (NIC) is placed after the phase names. Could you clarify what the meaning of this acronym is and why it is placed on five of these phases?	The use of “NIC” in all solicitation documents is consistent with the definition in Attachment A: “NIC (NOT AUTHORIZED IN CONTRACT): means that the Services for a particular Phase of the Work have yet to be authorized. Services so identified are within the scope of this Agreement, provided that the AOC authorizes said Phase.”
23	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.	All reports and clearances are to be completed during the Acquisition Phase, which will be completed prior to commencement of Preliminary Plans Phase

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24	Attachment H (General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk)	Please 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, Will 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 is responsible for paying any actual additional charges for the owner's engineering and inspection services, if any occur, in situations where the owner has granted the contractor an extension of time for unavoidable delays. This does not apply to justified delays (see 7.5.2)
25	Attachment C – Construction Phase Scope Detail; Temporary Utilities	Line 10 – Clean-Up-Periodical is listed in Direct Cost of Work. Also, Line 17 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. Please see revised Attachment C issued as part of this Addendum 1.

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26	Attachment F page 3 of 4 Exhibit A, Attachment A, Article .4 A 16 (iii)(c)	Exhibit A, Attachment A states "Avoiding change orders to construction contracts, which are caused by conflicts, ambiguities, inaccuracies, and deficiencies in the construction drawings and specifications" Attachment F states "Costs incurred due to conflicts and ambiguities in the contract documents, and any issues arising from a lack of coordination among and within the subcontractors' bid packages, and for any construction phase change orders arising from subcontractors' performance, in excess of the CM's 3% contingency shall be borne by the CM" Question: Please confirm that the Contractor Contingency is not to be used, and CM @ Risk will not be responsible for, conflicts, ambiguities, inaccuracies and deficiencies resulting from the Designer's failure to design to code or to engineer systems to function sufficiently for their intended use.	Contractor is expected to reasonably assess the construction documents for ambiguities, conflicts, and deficiencies for constructability. Architect/Engineer is responsible for assuring their design work product meets applicable codes and functionality.
27	Exhibit A, Attachment A, Article .4 D. 4 (x)	We request clarification of "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 in the bid packages shall be construed against the Contractor and in favor of the AOC" is applicable only to errors in the bid packages prepared by the CM@R, not design omissions, errors or ambiguities contained in the contract documents prepared by the Architect of Record.	Contractor is responsible for the bid packages as stated. Architect/Engineer is responsible for assuring their design work product meets applicable codes and functionality.

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28	Exhibit A, Attachment A, Article .4 A 13	We request clarification of contractor's obligations under item 4A.13, 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, rules, guidelines, and requirements?	The documents remain as issued. Requirements include constructability reviews, participation in study of building components and an active sharing of Contractor's expertise in the construction of buildings of a similar scale and complexity (to the new San Diego Central Courthouse).
29	Exhibit C of Attachment A (General Terms and Conditions) Attachment H	Item 11.B.1 of Exhibit C, General Terms and Conditions of the contract for Construction, Document 700 Construction Manager at Risk, state that Contractor's Commercial General Liability policy shall include coverage for liabilities arising from professional services provided in connection with the services. Can this requirement be met with a separate Professional Liability policy?	Yes, section 11.B.4 specifically allows that as an alternative to including the professional liability insurance as part of the commercial general liability insurance that a professional liability insurance policy may be used to provide this insurance.
30	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 Substantial Completion, or Final Completion of all construction phase Work?	Damages apply when final completion is not met by the stated Contract Time, as amended by any Change Orders as applicable.
31	Exhibit A of Attachment A (Statement of Work)	Please clarify items .4B.1(iii) and .4C.1.(i) of the Statement of Work. .4C.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?	Both CM and Architect/Engineer have responsibilities for conformance with the referenced standards for their respective scope of work.

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32	Exhibit H, 11.1.2.4	If the earthquake coverage within the builder's risk policy is determined not to be "commercially affordable" and removed from the CM@R's Construction Phase Services, who will be responsible for costs associated with repairs or replacements generated by earthquake damage?	As part of the owner controlled insurance program the AOC will provide insurance for loss resulting from earthquake related damage during the course of construction. If an earthquake insurance policy is not provided the cost of earthquake related damage would be a direct cost of the project.
33	Exhibit H, 11.3 and Attachment F – Fee Proposal Form	Please confirm if a Contractor's payment and performance bond is required for the Preliminary Plan Phase and the Working Drawing Phase. The GC's state P&P bonds must be posted "prior to work starting" and Attachment F - Fee Proposal states P&P bonds will not be required until Construction starts and that there is no Bid Bond Security required (last paragraph). Please confirm if P&P bonds will be required until 2013 when actual physical construction starts.	The performance and payment bond is not required until the beginning of construction as stated in section 11.3 of Attachment H: the General Conditions of the Contract for Construction, Document 00700 Construction Manager At Risk. It will be required to be posted before issuance of a formal Notice to Proceed.
34	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?	We would prefer that the joint venture complete the form.
35	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?	The designated main contact for the RFQ/P should be provided for the joint venture team. This could be supplemented by basic information for each firm.
36	Section 4.4 Item d	Item 4.4 states that the document must be prepared and bound in 8.5X11. If needed for certain pages like the Organization chart or Schedule can we use 11X17 paper?	Yes, as long as bound and tri-folded.

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37	RFQ/P, Tab 4., 330 Part I (F): Example Projects	The RFQ states, "Construction shall have been completed within the past five years...". Can we use projects from the past 10 years similar to previous AOC RFQ requirements?	See answer to #3.
38	Exhibit A, Attachment B, .2. a 3	Please confirm that proposals should be based on the prescriptive time frames identified in this section and that the project does not contemplated "fast tracking" at this time. Will consideration be given to fast track the project via early packages (excavation support of excavation, foundations for example) in order to obtain a desired finish date of March 2016.	Proposals shall be based on the schedule in the RFQ/P. A study will be conducted by the CM at Risk, during the Acquisition & Feasibility Study Phase of fast-track design & construction for the Project, as further described in Attachment A to the RFQ/P.
39	Exhibit A, Attachment B, .2. a 3	Can securities in lieu of retention be used?	No
40	RFQ/P, Tab 9., General Contractor License	The RFQ requests a copy of Proposers general contractor license permitting your firm to perform construction work in the State of California. If the Proposer is a joint venture, should the Proposer's information be the joint venture information OR should we include the license for each firm comprising the joint venture?	We need a copy of the requested license for each firm.
41	Exhibit C of Attachment A, .11, Insurance	Please clarify if the CMR is obligated to provide CGL coverage as per the contract documents during the preliminary planning and working drawing phases of the project if no physical work is being performed on site.	The CM at Risk is required to provide all of the insurance required under the terms of Attachment A, section 11 during the term of the project.
42	RFQ/P page 2, Schedule of Events, Item 4	Request to extend proposal due date in the interest of procuring reference checks from clients.	Time is of the essence. The proposal due date remains as stated in the RFQ/P.