



Judicial Council of California
ADMINISTRATIVE OFFICE OF THE COURTS

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ADDENDUM 3

Date	Action Requested
May 8, 2006	Please review the attached changes to the RFQ/P.
To	Deadline
Qualified Construction Management Firms	See attached addendum
From	Contact
Judicial Council of California	See section 11 of the RFQ/P
Administrative Office of the Courts, Office of Court Construction and Management	
Subject	
Request for Qualifications and Proposals for Preconstruction Services and Construction Management at Risk Services RFQ/P number: CM 90-20-401 April 06 New Court of Appeal Building, Santa Ana	

New Court of Appeal building, Santa Ana
 CM at Risk
 RFQ/P #90 20 401
 Addendum No. 3

Delete the response to item 19 in Addendum #2, and substitute this response:

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

#	RFQ Reference	Question	Answers
16		MILLIE AND SEVERSON, INC.	
19	<ul style="list-style-type: none"> Attachment F CM's project contingency	Provisions pertaining to the CM's project contingency of 3% are noted on Page 2. Has this language been included in Attachment H.1, General Conditions? We are seeking to understand under what terms and conditions such contingency funds can or cannot be used.	<p>Per Attachment H.2, the General Conditions For The Contract For Construction – Document 00700, article 6.6.2:</p> <p><i>“By signing the construction amendment for the Guaranteed Maximum Price, the Contractor agrees that he has reviewed and accepted the Construction Documents as complete and that he has no right for change orders or extra work due to conflicts, ambiguities or omissions in the Contract Documents or in the subcontractor bid packages, and for any construction phase change orders arising from subcontractors’ performance, as determined by the AOC. The cost of change orders or extra work due to conflicts, ambiguities or omissions in the Contract Documents or in the subcontractor bid packages and for any construction phase change orders arising from subcontractors’ performance, as determined by the AOC, shall be paid by the Contractor from the Contractor contingency, as set forth in the Agreement.”</i></p> <p>Errors in the construction documents involving incorrect design of systems or details, engineering and/or calculations, and code interpretations are the responsibility of the Architect. Coordination errors in the drawings or specifications, and inconsistencies or gaps between the bid packages, and costs due to subcontractor performance are the responsibility of the CM and would be funded from the Construction Manager’s 3% project contingency provided by the AOC.</p>