

**ANSWERS TO SUBMITTED QUESTIONS**

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
1	Can Attachment 10 be modified to include items requiring inspections based on the project documents but are not listed on the Attachment 10?	RFP, Page 13, Section 10.2	Yes, additional services not included on Attachment 10 in Tables I or II may be added in Table III (Other).
2	Clark Pacific is a PCI approved fabricator, typically in-plant inspections for precast and welding of embeds is not required based on their plant qualifications, can you confirm if continuous in-plant inspections will be required?	RFP, Page 2, Section 3.8	In-plant inspections at Clark Pacific will not be required. McCarthy Building Companies will submit Clark Pacific's in-house QA/QC program during the submittal stage.
3	Structural Steel Fabricators – the RFP lists both Herrick and Schuff Steel, will it be both or has an award not been determined yet and this is your short list?	RFP, Page 2, Section 3.8	A subcontract for the structural steel fabrication has not yet been awarded. Only one fabricator will be selected.
4	If Herrick is the structural steel fabricator will fabrication take place in their Stockton, California facility or their San Bernardino, California facility or both?	RFP, Page 2, Section 3.8	<p>The steel fabricator's preference is to utilize their plant local to the project location (Stockton), however, if The Herrick Corporation is the selected fabricator, fabrication may take place in either plant or both, depending on the timing of any contract award and the fabricator's then-current projects schedule.</p> <p>Any travel to a fabrication location exceeding a two hundred-mile radius from either the Contractor's designated office, testing laboratory, or the Project site, should be evaluated against the cost of using a subcontractor for economy to the project. Travel exceeding a two hundred-mile radius must be preauthorized and approved by Judicial Council per Standard Agreement, Appendix B, Section 2.4.1.</p>
5	If Schuff Steel is the structural steel fabricator will fabrication take place in Stockton, California, Phoenix, Arizona, Unger Steel, Dubai, T-Rex Steel, Thailand, VPE, Thailand or Gunung Steel, Indonesia or a combination there of? All locations have been used by Schuff Steel and the Santa Rosa Courthouse is being fabricated at Unger Steel in Dubai.	RFP, Page 2, Section 3.8	<p>The steel fabricator's preference is to utilize their plant local to the project location (Stockton), however, if Schuff Steel is the selected fabricator, fabrication may take place at any plant or multiple plants, depending on the timing of any contract award and the fabricator's then-current projects schedule.</p> <p>Any travel to a fabrication location exceeding a two hundred-mile radius from either the Contractor's designated office, testing laboratory, or the Project site, should be evaluated against the cost of using a subcontractor for economy to the project. Travel exceeding a two hundred-mile radius must be preauthorized and approved by Judicial Council per Standard Agreement, Appendix B, Section 2.4.1.</p>

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6	Is it anticipated that McCarthy Building Companies will be working weekday or Saturday overtime on-site to maintain their schedule? If so, to what extent?	RFP, Page 13, Section 10.2	No, the project schedule does not include overtime or weekend work, nor is it anticipated at this time. However, overtime or weekend work may be possible due to unforeseen conditions or as directed by the Judicial Council.
7	Per specification section 03 30 00 – 20/25 3.6B, is it the Contractor or Owner’s testing agency responsibility to perform Floor Flatness & Levelness?	Specification section 03 30 00 – 20/25 3.6B	Floor flatness and floor levelness will be performed by the Subcontractor under McCarthy Building Companies.
8	The required testing for the interior stone cladding outlined in the specifications and noted as being required by the Owner’s testing agency will be very expensive, especially item #4, flexural strength (ASTM C880). The testing of 200 plus samples can cost north of \$30K, that does not include all of the other tests outlined in this section for Stone. I want to confirm that the JCC is absolutely sure they will require this testing?	Specification section 04 30 00 – 12/18, 2.7/3	Revise specifications to five (5) samples wet, five (5) samples dry, ten (10) tests perpendicular to rift, and ten (10) parallel to the rift.
9	Will there be a vaccine mandate or protocols for the project? Many IOR’s and other inspection staff are concerned about this and some are considering leaving their current position because of companies like Kaiser mandating the vaccine.	N/A	There aren't any COVID-19 vaccine mandates or protocols for the Project at this time. OSHA and CDC guidelines must be adhered to.
10	Are our services for this project subject to the terms and conditions of the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council?	General Questions	No, this project is not subject to the terms and conditions of master agreement MA CPIS ID IQ 02.
11	If the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council is applicable to this project, is this project subject to the Exhibit C-1 “Consultant’s Fee Schedule” of the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council?	General Questions	Not applicable; see answer to question 10.
12	If the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council is applicable to this project, how is JCC interpreting the Prevailing Wage Laws (as referenced in Exhibit C, section 3(D)c of the Master Agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and JCC) regarding employee travel time for this Project. Will employees be entitled to reimbursement for travel time under the Prevailing Wage Laws?	General Questions	Not applicable; see answer to question 10.

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13	If the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council is applicable to this project, will the successful bidder still invoice JCC for employee travel time under Exhibit C 4(A)iii of the Master Agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and JCC?	General Questions	Not applicable; see answer to question 10.
14	If the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council is NOT applicable to this project, will employees be authorized and approved payment for travel time under the Prevailing Wage Laws pursuant to Appendix B, section 2.4 of the Standard Agreement?	Standard Agreement, Appendix B, Section 2.4	The Judicial Council may in its own discretion authorize and approve payment to the Contractor for travel time pursuant to Attachment 2 Standard Agreement, Appendix B, section 2.4. Notwithstanding the preceding, Contractor shall ensure its workers are paid for all travel and/or subsistence payments as required by the Prevailing Wage laws. Therefore, Contractors are highly encouraged to use a local work force when practical to avoid unnecessary unreimbursed travel costs.
15	If the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council is NOT applicable to this project, pursuant to Appendix B, section 2.4 of the Standard Agreement, if travel expenses are allowed, what form is the successful bidder to use to request prior written approval from the Judicial Council Project Manager?	Standard Agreement, Appendix B, Section 2.4	There is no specific form for overtime approval. An email request in writing from the Contractor of the employee's anticipated overtime is sufficient. Preauthorization must be given by the Judicial Council Project Manager or designee as the email response.
16	If the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council is NOT applicable to this project, what section of the Standard Agreement is the bidder to follow to understand how employee travel time will be compensated?	Standard Agreement, Appendix B, Section 2.4	Preauthorized and approved travel time will be reimbursed to the Contractor at the Billing Rate for the worker's specific classification identified in Attachment 1 to Appendix B (Billing Rates for Services).  Preauthorized and approved travel expenses will be reimbursed to the Contractor at the lower of the actual cost or the maximum amounts set forth in the Judicial Council's Travel and Living Expenses Guidelines, given in Attachment 2 to Appendix B.

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17	If the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council is NOT applicable to this project, pursuant to Appendix B, section 2.4.1 of the Standard Agreement, will the JCC be compensating the bidder for employee travel time if it results in the employee incurring overtime pursuant to the terms of Prevailing Wage Laws?	Standard Agreement, Appendix B, Section 2.4.1	<p>For work at the Project Location or any offsite location within a two hundred-mile radius of either the Contractor's designated office, testing laboratory, or the Project site, travel time will not be compensated to the Contractor and shall not be used as a basis for calculating overtime for invoicing purposes.</p> <p>For work at an offsite location exceeding a two hundred-mile radius from either the Contractor's designated office, testing laboratory, or the Project site, preauthorized and approved travel time or overtime will be compensated to the Contractor for those workers who are subject to the Prevailing Wage Laws to the extent that those workers are entitled to travel time or overtime pursuant to the Prevailing Wage Laws.</p> <p>Notwithstanding the preceding, Contractor shall ensure its workers are paid for all travel and/or subsistence payments as required by the Prevailing Wage laws. Therefore, Contractors are highly encouraged to use a local work force when practical to avoid unnecessary unreimbursed travel costs.</p>
18	If the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council is NOT applicable to this project, pursuant to Appendix B, section 3.1 and subsection 3.1.1 of the Standard Agreement, will the JCC be reimbursing the bidder for employee travel time?	Standard Agreement, Appendix B, Section 3.1 and subsection 3.1.1	See answer to Question 17.
19	If the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council is NOT applicable to this project, pursuant to Appendix B, section 3.1 and subsection 3.1.1 of the Standard Agreement, will the JCC be reimbursing the bidder for employee travel time for employees who travel within 200 miles of the Project Location?	Standard Agreement, Appendix B, Section 3.1 and subsection 3.1.1	See answer to Question 17.
20	If the current master agreement (MA CPIS ID IQ 02) between Moore Twining Associates, Inc. and the Judicial Council is NOT applicable to this project, will the successful bidder invoice employee travel time under Appendix B, section 4.1, subsection 4.1.1(vi) of the Standard Agreement? If not, what section will the successful bidder follow to invoice the JCC for employee travel time?	Standard Agreement, Appendix B, Section 4.1, subsection 4.1.1(vi)	The Contractor shall invoice for preauthorized and approved travel time under Appendix B, section 4.1, subsection 4.1.1. v. (2) of the Standard Agreement.

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21	In the Cast-in-Place Concrete section 03 30 00 – 2.10.C, the specification states, “Batch Plant Inspection: At the start, and midway through completion of concrete work...” Can the term “at the start” be clarified? Does this mean one occurrence before beginning concrete in total or would this be at the start of each different portion of concrete work (I.E., footings, columns, slabs etcetera). Also, can the term “mid-way through” be clarified? Will this be halfway through the total construction duration? Or is this halfway through each portion of concrete? Who determines when the first and second batch plant visit takes place?	Project Specifications, Cast-In-Place Concrete, 03 30 00 – 2.10.C	Provide initial batch plant inspections following review and approval of concrete mix design and product data but prior to batching of concrete to project work. Since majority of concrete work involves foundation mat and footings, basement walls and slab-on-grade, a second batch plant inspection should be provided mid-way through duration of this work. These may also include inspections of concrete fill on metal deck mix designs. Additional inspections shall be provided if needed.
22	In the Cast-in-Place Concrete section 03 30 00 – 3.11.F.1, the specification states, “Mass Concrete: Install thermocouples at the top, center, and bottom of each section of concrete pour. Monitor the concrete temperature for 2 weeks.” Can the term “each section of concrete pour” be clarified? Who would determine this frequency?	Project Specifications, Cast-In-Place Concrete, 03 30 00 – 3.11.F.1	Reference SOM response to BRFI-0143 for clarifications to extent of applicable mass concrete work. Each section of tower foundation mat concrete pour determined by proposed contractor placement and pour sequencing. Frequency determined upon final review and approval of contractor mass concrete procedures per Sec 03 30 00 1.4 E.2e.
23	In the Cast-In-Place Concrete section 03 30 00 – 3.11.I, the specification states, “Verify water content in accordance with AASHTO T318, “Measurement of Water Content of Fresh Concrete Using the Microwave Oven” as required by the Architect, but not less than one test per day.” In our experience, this test is not typically required to be performed for similar projects. Can this requirement be waived?	Project Specifications, Cast-In-Place Concrete, 03 30 00 – 3.11.I	If procedure to verify water content per AASHTO T318 is not used, please provide procedure to verify water content as specified.
24	In the Cast-In-Place Concrete section 03 30 00 – 3.11.J, the specification states, “Soluble Chloride Ion Content Test: Make 1 test of hardened samples for every 100 yd3 or fraction thereof to determine total chloride ion content. If total chloride ion content exceeds the specified limit, then test to determine water soluble chloride ion content. Perform the tests in accordance with procedure required by ACI 318.” In our experience, this test is not typically required to be performed for similar projects. Can this requirement be waived?	Project Specifications, Cast-In-Place Concrete, 03 30 00 – 3.11.J	Provide soluble chloride ion content test for each mix design. For test results in compliance with applicable specifications and standards, additional testing may be waived.

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25	In the Composite Arch Precast Concrete Panels (CAPP) section 03 47 00 – 2.9, the specifications do not state sampling and testing requirements for concrete. Is the Owner’s testing agency required to abide by sampling stipulations from section 03 30 00 or only furnish cylinder molds and batch plant inspections?	Project Specifications, Cast-In-Place Concrete, 03 47 00 – 2.9	Contractor Quality Control Sec. 03 47 00 1.6 A.1 requires testing by contractor's independent testing laboratory. Intent of Sec. 03 47 00 2.9 for Owner's Monitoring to provide additional testing as required. Sec. 03 30 00 sampling and test requirements may be used as minimum requirements subject to review and approval of contractor's Quality Control Program.
26	In the Unit Masonry section 04 20 00 – 2.7.6, the specification states, “Chloride Ion Testing: Test each mortar and grout mix to verify that the total chloride (Cl) ion content of each mix is within the specified limits. Perform chloride tests in accordance with ACI 318.” In our experience, this test is not typically required to be performed for similar projects. Can this requirement be waived?	Project Specifications, Unit Masonry, 04 20 00 – 2.7.6	Provide initial mix design testing. See response to #024.
27	Will the Special Inspection and Materials Testing firm be required to assume the role of Geotechnical Engineer of Record?	General Questions	The project geotechnical engineer is GeoPentech. This includes Owner's Monitoring activities, observations and specified testing. Additional monitoring is not required.
28	Section 2.1.1.vi of the Standard Agreement (Attachment 2 to the RFP), it states that Shotcrete inspections should be included as a part of the scope of services for the Special Inspections and Materials Testing firm. The project plans and project specifications do not indicate the use of Shotcrete for this project. Can you confirm that Shotcrete special inspections and materials testing is not required to be performed by the Special Inspection and Material Testing firm for this project?	Standard Agreement, Section 2.1.1.vi	Shotcrete inspections and testing are not required.
29	Will the detention doors be required to be fully grouted? If yes, will this work be performed on-site, or will they be delivered fully grouted? Will continuous inspection be required during the grouting of detention doors?	General Questions	Detention doors are not required to be grouted, but frames are required and inspection and testing will be done per specification.
30	Section 3.8 of the RFP shows that precast concrete work will be done at Clark Pacific in Woodland, California and at Willis Construction in San Juan Bautista. How many shifts per day will the precast plants require inspectors to be present? How many hours per shift will the precast plant require inspectors to be present? How many inspectors per shift will the precast plants require?	RFP, Section 3.8	Shifts, hours, and coverage will be per industry practices.

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31	Section 3.8 of the RFP shows that steel fabrication work will be done at Schuff Steel in Stockton, California and The Herrick Corporation in Stockton, California. How many shifts per day will the shops require inspectors to be present? How many hours per shift will the shops require inspectors to be present? How many inspectors per shift will the shops require?	RFP, Section 3.8	Shifts, hours, and coverage will be per industry practices.
32	The minimum testing requirements of fire-stopping penetrations are 10% of each type/manufacturer of the fire-stopping of penetrations be visually inspected per ASTM E-2174. In our experience with similar projects, the Authority Having Jurisdiction (AHJ) often requires 100% inspections. Will this project be subject to ASTM minimums, or should we anticipate 100% inspections of Fire-stopping penetrations?	General Questions	Anticipate 100% inspections of fire-stopping penetrations. Off-site Fire-Rated Assemblies Mock-ups are required per Spec Section 01 43 39, 1.2, VISUAL MOCK- UPS AND BENCHMARKS.
33	Durations and testing and inspection requirements for deferred submittals are not known at this time. How should special inspection and materials testing for deferred submittals be included in this proposal? If yes, should the estimated fees for these be separate from the not-to-exceed cost estimate or included in the not-to-exceed cost estimate?	Project Specifications, Deferred Submittals	Refer to spec section 01 33 00 for deferred submittal and the attached Deferred Submittal Matrix from section 01 11 00. Estimated fees should be included in the Not To Exceed Cost Total.
34	Section 07 53 00 of the specifications for Single Ply Roofing System, it shows requirements for the owner's inspection firm to monitor the contractor's quality control program. As clarification, does JCC want us to provide a cost estimate to perform these services for this project? If we do provide a cost estimate, section 07 53 00 – 3.5.A.1.a, the specification states, "Flashings: Inspection of flashings to assure manufacturer's quality requirements are maintained throughout the installation period."; what would the required frequency for this inspection be?	Project Specifications, Single Ply Roofing System, 07 53 00 – 3.5.A.1.a	Envelope consultant will provide roofing/ flashing inspections.

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35	Will JCC retain a quality control agent to provide services specified in Stonework 04 30 00 – section 2.7.A.1 (Stonework – Owner’s Monitoring Activities) of the project specifications? 04 30 00 – section 3.8.A states, “Owner’s Testing and Inspection Program: Testing and inspection will be performed by an independent testing agency(s) retained by the Owner. Furnish materials and access to the Work as required by the Owner’s Testing Agency.” Will these services be provided by the quality control agent discussed in 2.7? If the Special Inspections and Materials Testing firm is to perform tests in section 3.8, what are the required testing and inspection frequencies for tests and inspections stated under section 04 30 00 – 3.8.B.1.a, 3.8.B.1.b, and 3.8.B.1.c of the specifications?	Project Specifications, Stone Work, 04 30 00 – 2.7.A.1, 3.8.A, & 3.8.B	SIMT Contractor will provide periodic inspection and testing as described in the stated specification section.
36	In Attachment 1 to Appendix A of the Standard Agreement, section 1 – Duties and Performance of the Laboratory 1.2 states, “Review shop drawings and submittals from construction contractors.” Which shop drawings and which contractor submittals will be required to be reviewed by the Special Inspections and Materials Testing firm?	Standard Agreement, Appendix A, Section 1, Subsection 1.2	All shop drawings that relate to special inspections and testing will be required to be reviewed by the SIMT Contractor.
37	Section 10.2.1 of the RFP it states, “...Billing rates must include any escalation anticipated by Contractor during the entire duration of any resulting Standard Agreement...” Does this mean that we need to anticipate/assume increases in future prevailing wage fees and include these in our hourly rates presented in our attachment 10?	RFP, Section 10.2.1	Prevailing wages for trades within the scope of this RFP are not subject to increases since the RFP was advertised while the current determination is in effect. However, Proposers should account for any other anticipated cost fluctuations for the duration of the project when completing Attachment 10 with proposed billing rates that will not increase for the duration of the project.