



**Judicial Council of California**  
ADMINISTRATIVE OFFICE OF THE COURTS

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## ADDENDUM

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Date	Action Requested
August 10, 2006	Please review the attached changes and clarifications to the RFQ.
To	Deadline
Qualified Construction Management Firms	N.A.
From	Contact
Judicial Council of California	<a href="mailto:solicitations@jud.ca.gov">solicitations@jud.ca.gov</a>
Administrative Office of the Courts, Office of Court Construction and Management	
Subject	
<b>Addendum No. 1</b> Request for Qualifications for Construction Management Services <b>RFQ OCCM-FY2006-02</b>	

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1. See attached answers to questions.

Item	RFQ Reference	Firm Name and Question	Answer
1	----	<p>Harris &amp; Associates</p> <p>If we put on a subconsultant for security issues on the CM proposal – are they precluded from submitting any of the subsequent projects on their own?</p>	<p>A firm that works on a specific project in a design capacity may not bid on the implementation/ construction of that design work on that same project.</p>
2	----	<p>Harris &amp; Associates</p> <p>Does AOC want the cm consultant to perform construction inspection? And if so, what type of inspection?</p>	<p>The AOC will have general construction inspectors on staff and general and specialty inspectors under contract, so typically those services would not be required. However, there may be exceptional circumstances where we may ask the CM to provide such services either directly or through subcontract.</p>
3	----	<p>DR McNatty &amp; Associates</p> <p>In reviewing the above Request for Qualifications for Construction Management Services, I saw no mention of requirements for project control/management nor project scheduling software. Whom should I speak with in regards to the software used to manage projects from your Owners perspective?</p>	<p>We are anticipating that the CM candidates will describe their experience and recommendations for project control/management and project scheduling software.</p>

Item	RFQ Reference	Firm Name and Question	Answer
4	----	<p>Anchor Engineering Inc.</p> <p>The requirement for cost estimating appears to overlap the requirements for RFQ/P number: OCCM –FY2006-01ID/IQ, Cost Estimating Services.</p> <ul style="list-style-type: none"> <li>• a. Is it your intention to request separate cost estimates from both consultants for each project?</li> <li>• b. Will the CM consultant be providing cost estimation solely related to changes or will the be providing project estimates before they are let for bid?</li> </ul>	<p>a. We do not intend to typically request separate cost estimates from both consultants for each project. The CM would generally be responsible for cost estimates for projects upon which they’re working.</p> <p>b. A CM consultant would be responsible for providing project cost estimates during the design phases and also related to changes during construction.</p>
5	----	<p>Anchor Engineering Inc.</p> <p>What project delivery system(s) are you planning to use?</p> <ul style="list-style-type: none"> <li>• a. Design, Bid, Build?</li> <li>• b. CM @ Risk?</li> <li>• c. CM/GC?</li> <li>• d. Design/Build?</li> </ul>	<p>We anticipate that we may use Design/Bid/Build, CM @ Risk, and Design/Build, depending on the size of a project and the circumstances of each individual project. Service Providers selected under <u>this</u> RFQ may be asked to perform as a CM not-at-risk, but not as GC’s or CM @ Risk.</p>
6	----	<p>Anchor Engineering Inc.</p> <p>Will the construction management consultant be providing only "Agency CM" services?</p>	<p>A separate solicitation will be utilized for projects requiring CMs to act as our agents.</p>

Item	RFQ Reference	Firm Name and Question	Answer
7	8.4	<p>Bovis Lend Lease</p> <p>RFQ paragraph 8.4 states:</p> <p>"The Service Providers selected under this RFQ will not be precluded from consideration nor given special status in any future RFQ's issued by the AOC"</p> <p>Please verify that "Service Providers" will specifically not be precluded from competing for future CM Services, CM-at-Risk, Design-Build, or Design-Bid-Build opportunities that may evolve from the statewide court construction program.</p>	<p>Service Providers will not be precluded from competing for future CM Services, CM-at-Risk, Design-Build, or Design-Bid-Build opportunities that may evolve from the statewide court construction program provided that the Service Provider has not participated in the design phases of those projects.</p>
8	----	<p>Leland Saylor Associates</p> <p>We are a DVBE cost estimating with excellent judicial experience. Can you please send me a list of prime firms who are planning on proposing? We would like to explore the possibility of teaming.</p> <p>As the RFP requires DVBE participation, please let us know if there is anything else we can do to facilitate teaming.</p>	<p>List attached to this addendum.</p>
9	----	<p>Meng Analysis</p> <p>Do you want one team to provide all of these services, or will you accept submittals for just value engineering/cost estimating portion?</p>	<p>We want one team to be able to provide most if not all of the services.</p>

Item	RFQ Reference	Firm Name and Question	Answer
10	----	<p>Chanen Construction Company, Inc.</p> <p>Please provide us with the proper documentation for us to respond to the RFQ. Thank you.</p>	<p>Please refer to courtinfo website.  <a href="http://www.courtinfo.ca.gov/reference/rfp/constman-rfg.htm">www.courtinfo.ca.gov/reference/rfp/constman-rfg.htm</a></p>
11	6.0	<p>Simpson &amp; Simpson Management Consulting, Inc. (SSMCI)</p> <p>Your, 6.0 Evaluation of SOQ's, reads the same as the one for Cost Estimating. I guess this is:</p> <p>a) a boiler plate                      b) mistake</p> <p>Please respond to item 5. of the above sheet.</p>	<p>The two sets of evaluation criteria are not identical (although very close), and are correct.</p>
12	----	<p>Harris &amp; Associates</p> <p>Why is 20% of the selection criteria tied to cost estimating when they're is a separate RFQ out for cost estimating services?</p>	<p>CM's are anticipated to be required to provide cost estimates in various circumstances, in addition to the other services listed in the RFQ. Cost estimating will neither be exclusively done by CM's nor Cost Estimating firms.</p>
13	----	<p>Kleinfelder</p> <p>Will the prime consultant to this submittal be responsible for the hiring of construction materials testing/special inspection services (i.e. testing/inspection of rebar, structural steel, masonry, concrete, etc.), or will the Administrative Office of the Courts contract for these services independent of the Construction Management firm?</p>	<p>See answer to item 2.</p>

Addendum #1

Item	RFQ Reference	Firm Name and Question	Answer
14	----	<p>Forell/Elsesser Engineers, Inc.</p> <p>Can our firm serve in the role of a minor sub-consultant to a large Construction Management firm on the current IDIQ Construction Management RFQ, and still remain in good stead to pursue the other upcoming IDIQ contracts for both Feasibility Studies and Evaluations as well as for Pre-Qualified A/E teams?</p>	<p>Members of the ID/IQ team would not be precluded from proposing and/or working on other ID/IQ contracts nor participating on pre-qualified A&amp;E teams but cannot participate in both the design and the construction phases of the same project.</p>
15	Section E	<p>JACOBS</p> <p>In our Proposal to you, regarding Standard Form 330, are we limited to five projects per resume in Section E?</p>	<p>Not limited to 5 projects.</p>
16	----	<p>JACOBS</p> <p>In our Proposal to you, regarding Standard Form 330, do you require submission of Part II - General Qualifications?</p>	<p>Yes.</p>
17	4.2.2	<p>JACOBS</p> <p>RFQ paragraph 4.2.2 (page 6) requests at least ten project examples. May we submit more than ten?</p>	<p>Yes.</p>

Item	RFQ Reference	Firm Name and Question	Answer
18	24.A (page B-16)	<p>JACOBS</p> <p>Standard Agreement paragraph 24.A (page B-16) Conflict of Interest states: “... <i>Contractor and its officers and employees shall also avoid actions resulting in or creating the appearance of (1) use of an official position with the government for private gain; (2) preferential treatment to any particular person associated with this Agreement or the Work of this Agreement; (3) loss of independence or impartiality; (4) a decision made outside official channels; or (5) adverse effects on the confidence of the public in the integrity of the government or this Agreement...</i>” As Contractor performing Construction Management services under this Standard Agreement, will there be a future conflict of interest in our firm being considered for architectural or engineering services for AOC projects as identified in the Five-Year Capital Outlay Plan?</p>	<p>A firm could not be the CM and the A&amp;E on the same project. By performing under this contract, however, there is no automatic conflict with other services and projects, however, the same firm cannot participate in both the design and construction phases of an individual project.</p>

Item	RFQ Reference	Firm Name and Question	Answer
19	1.0 (pg 3)	<p>JACOBS</p> <p>RFQ paragraph 1.0 (page 3) Introduction, mentions new building projects in value from \$5 million to \$50 million. In Table 6 of the Trial Court Five-Year Capital Outlay Plan (rev. 2-26-06) there are future projects identified with a value greater than \$50 million. As Contractor performing Construction Management services under this Standard Agreement, will we be allowed to compete in future procurements (if any) for Construction Management services for those projects?</p>	Yes.
20	Ex C (pg C-8)	<p>JACOBS</p> <p>In Standard Agreement Exhibit C (page C-8) there is a 10% retention on all payments for services until successful completion of all services. This retention provision is more typically found in contracts related to performing actual construction trade work. There is a cost to this retention provision and services can be provided at lower cost to AOC if the retainage is modified. Can the retention terms be revised to save cost?</p>	We will keep the retainage as is.



Item	RFQ Reference	Firm Name and Question	Answer
21	Ex C (page C-9)	<p>JACOBS</p> <p>Standard Agreement Exhibit C (page C-9) states that <i>“The AOC will endeavor to pay invoices within (60) days...”</i> The term endeavor implies an earnest attempt and does not provide for any sort of payment commitment. Also the period of time of 60 days is longer than customary. There is a cost to this payment provision and services can be provided at lower cost to AOC if the payment terms are modified. Can the retention terms be revised to save cost? Can we submit invoices twice a month?</p>	<p>We have revised that clause for the just –issued ID/IQ A&amp;E RFQ; the AOC does not guarantee but will endeavor to pay within <u>30</u> days of receipt of a correct invoice. Invoices are to be submitted monthly.</p>
22	Par 4, Ex B & Par 3, Ex B	<p>JACOBS</p> <p>“Ensure” and “assure” language are used in the Standard Agreement and certain, specific warranties are set forth in paragraph 4 of Exhibit B, Special Provisions, that conflict or are inconsistent with professional standard of care provision set forth in paragraph 3 of Exhibit B, Special Provisions. Can these conflicts or inconsistencies to the professional standard of care be remedied so that this standard, which is appropriate for construction managers, controls over the services contemplated under the Standard Agreement?</p>	<p>Without a specific example of the concern, we do not see a conflict between these provisions.</p>

Item	RFQ Reference	Firm Name and Question	Answer
23	----	<p>JACOBS</p> <p>To be consistent with what the construction manager will have control over and to provide a fairer solution, can the indemnity set forth in the Standard Agreement address third party property damage or bodily injury to the extent of the construction manager’s negligent acts, errors or omissions for the exclusive benefit of AOC? At the same time, any waiver of recovery rights would correspond with this proposed indemnity.</p>	<p>No, the clause will stand as is.</p>
24	----	<p>JACOBS</p> <p>To provide a fairer and less costly alternative, will AOC entertain a consequential damage waiver provision and a reasonable, negotiated cap on the construction manager’s aggregate liability, including an appropriate repair or replace limitation?</p>	<p>The AOC will consider a waiver of the incidental and consequential damages. We will further investigate a cap on aggregate liability.</p>
25	----	<p>JACOBS</p> <p>Since the services performed under the Standard Agreement will be determined via work orders, can the terms of each work order control over the Standard Agreement since they deal with a specific effort?</p>	<p>A Work Order may prescribe additional standards and terms that apply only to that individual Work Order, provided that they do not conflict with the Agreement. Any provision of a Work Order conflicting with the Agreement will be null and void.</p>

Item	RFQ Reference	Firm Name and Question	Answer
26	----	<p>JACOBS</p> <p>To the extent any construction management services involve on-site presence, it is appropriate to clarify that on-site safety and construction means and methods are the responsibility of the respective construction contractors; and, accordingly, include the construction manager as an indemnitee in the construction contractors' indemnity obligations and as an additional insured using ISO endorsement CG 20 10 11 85 or its equal, with such cover being primary over any applicable insurance that the construction manager may have since the construction contractors control the construction site. By so doing, such arrangements lend themselves to a less costly solution than leaving these issues un-addressed. Will AOC adopt these arrangements in the Standard Agreement?</p>	<p>This is something to be addressed in the construction specifications and be considered at the time the specs are created. If the CM is on site then the Construction contractor will be responsible for site safety, and that should be clearly stated in the specifications.</p>
27	----	<p>Hunt Construction Group, Inc.</p> <p>Of the 450 Existing facilities how many projects are within the Bay Area/Northern Coastal Region?</p> <p>a. Is the number approximately 150?</p> <p>b. Is the total value for all 150 approximately \$2M - \$3.3M?</p> <p>c. How are the projects dispersed through out the Bay Area/Northern Coastal Region?</p>	<p>a. Approx.: 110 existing facilities in the Bay Area / Northern Coastal region, 153 in the Northern Central region, and 184 in the Southern region. Exact numbers cannot be given because some facilities may or may not transfer due to various reasons.</p> <p>b. Unknown at this time.</p> <p>c. Unknown at this time.</p>

Addendum #1

Item	RFQ Reference	Firm Name and Question	Answer
28	----	<p>Hunt Construction Group, Inc.</p> <p>Of the 15 to 20 New facilities how many projects are with in the Bay Area/Northern Coastal Region?</p> <p>a. Is the number approximately 5 to 7?</p> <p>b. Is the value for each of the 5 to 7 projects approximately \$5M - \$50M?</p> <p>c. How are the projects dispersed through out the Bay Area/Northern Coastal Region?</p>	<p>a. Unknown at this time (rankings under consideration).</p> <p>b. Those are the expected values.</p> <p>c. Unknown at this time (rankings under consideration).</p> <p>See also the 5 Year Infrastructure Plan at <a href="http://courtnfo.ca.gov/jc/documents/reports/0224item5.pdf">courtnfo.ca.gov/jc/documents/reports/0224item5.pdf</a></p>
30	----	<p>Hunt Construction Group, Inc.</p> <p>For the Bay Area/Northern Coastal Region Existing facilities is there an estimated number of man-hours for this work? How many PM's?</p>	No estimate has been prepared.
31	----	<p>Hunt Construction Group, Inc.</p> <p>For the Bay Area/Northern Coastal Region New facilities is there an estimated number of man-hours for this work? How many PM's?</p>	No estimate has been prepared.
32	----	<p>Hunt Construction Group, Inc.</p> <p>For the Bay Area/Northern Coastal Region how much time per month is it anticipated the Construction Manager would be required to be in each County?</p>	No estimate has been prepared.
33	I (H)	<p>URS Corp</p> <p>Is the Part I (H) page limited?</p>	No.

Item	RFQ Reference	Firm Name and Question	Answer
34	I (F)	<p>URS Corp</p> <p>The RFQ states that in Part I (F) we are required to include at least 10 projects. Is there a maximum number of projects allowed?</p>	No maximum.
35		<p>Forrell/Elsesser Engineers, Inc.</p> <p>The RFQ references 15 to 20 projects with a total value of approximately \$6,000,000 to \$10,000,000. Is this value of \$6-10M the construction cost?</p> <p>Or is it the value of the fees related to these 15 to 20 projects?</p>	Construction cost.
36	Pg 4, Item 3.1	<p>Don Todd Associates, Inc.</p> <p>On page 4 of the RFQ, Item 3.1 states “Service Provider” must be licensed as an architect, engineer, or general contractor in the State of California in order to provide the services.” Could you please clarify what is meant since individuals are licensed as architects, engineers, etc, not firms. If you mean individuals, please clarify which individuals must be licensed. Do you recognize the certification of CMAA, that is, Certified Construction Manager (CCM) which is the industry standard?</p>	We expect that all work will be done under the supervision of licensed architects, registered engineers, or licensed general contractors

Addendum #1

Firms who submitted intention to respond

*Construction Management Services*

1. Parsons Brinckerhoff, Inc.
2. Harris & Associates
3. Hunt Construction Group
4. Gilbane Building Company
5. Parsons – 3D/I
6. Simpson & Simpson Management Consulting, Inc.
7. JCM Group, a Heery International Company
8. Sundt Construction, Inc.
9. Kitchell
10. Alpha Tech Cambridge Group
11. URS Corporation
12. Gafcon, Inc.
13. Anchor Engineering, Inc.
14. Bovis Lend Lease
15. KJM Associates
16. Stegman and Kastner, Inc
17. Pacifica Services, Inc.
18. Don Todd Associates, Inc.
19. Critical Solutions, Inc.
20. ABS Consulting
21. Roebbelen