

ANNOUNCEMENT TO PRE-QUALIFIED PROPOSERS

Subject to conditions prescribed by the San Bernardino County, sealed proposals for a design-build contract are invited from pre-qualified proposers for the following work:

DESIGN-BUILD SERVICES
FOR
SAN BERNARDINO COUNTY
DAAS PACIFIC VILLAGE PLATINUM CAMPUS, SUBSTANCE USE DISORDER
PROGRAM, AND CDH PACIFIC VILLAGE CAMPUS EXPANSION
DESIGN-BUILD PROJECT

PROJECT NUMBERS 10.10.1533, 10.10.1380, AND 10.10.1671

Description of Work

San Bernardino County intends to construct the Department of Aging and Adult Services (DAAS) Pacific Village Platinum Campus, the Substance Use Disorder Program facility, and the Community Development and Housing Department (CDH) Pacific Village Campus Expansion projects (all three collectively referred to as "Pacific Village Campus Project") located at the northeast corner of Valaria Drive and Pacific Street in San Bernardino, California.

The Pacific Village Campus Project entails several key components:

1. **Construction of Permanent Supportive Housing:** This involves building 58 new dwelling units designed to provide permanent supportive housing. Additionally, there will be an accessory building constructed to house laundry facilities and a community center.
2. **Renovation of Existing Buildings:**
 - **Cafeteria:** The previously decommissioned cafeteria will undergo renovation, be re-equipped with a commercial kitchen, and recommissioned to serve its original purpose.
 - **Manager's Office/Former Chapel:** The building currently serving as the manager's office, formerly a chapel, will be repurposed into a recuperative care center with 32 beds. Modifications to walls, windows, doors, and updates to mechanical, electrical, and plumbing systems will be made to accommodate this change.
3. **Substance Use Disorder Facility:** A new facility dedicated to addressing substance use disorder will be constructed as part of the expansion.

These initiatives aim to expand the campus's capacity to provide housing, support services, and care facilities to meet the community's needs, particularly focusing on permanent supportive housing and addressing substance use disorder.

The Pacific Village Campus occupies approximately 6.82 acres of land owned by the County of Bernardino. Phase I of the campus expansion included the addition of 21 interim supportive housing units (RVs), perimeter fencing, guarded main entry, and conversion of roughly 900 square feet of the existing chapel building into an onsite manager's residence.

The Pacific Village Campus Project encompasses the temporary relocation of the 21 interim supportive housing units during construction (and removal after phase 2 completion), and the construction of new buildings, including 29,395 square feet of permanent supportive housing for CDH and DAAS, and a Substance Use Disorder Facility covering 13,148 square feet. Additionally, existing buildings will be repurposed to incorporate essential facilities, with approximately 5,459 square feet allocated for the Recuperative Care Center and approximately 3,200 square feet designated for the cafeteria to accommodate the recuperative care center's tenants. These renovations and new constructions signify a comprehensive effort to enhance the campus's capabilities in providing support services and housing opportunities, addressing diverse community needs with a focus on care and assistance. **The project will be funded in whole or in part by the American Rescue Plan Act (ARPA). All requirements set forth in Exhibit J to this RFP will apply. Additional related provisions may be included in other Contract Documents, including but not limited to the Design Build Agreement, General Conditions, and Special Conditions. To the extent that the requirements of Exhibit J conflict with any other provision in the Contract Documents, Exhibit J shall prevail.**

The Phase I Environmental Assessment is included as Exhibit N to this RFP. California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) analysis are in process. An Initial Study is in process and is expected to be completed on or about August 2, 2024 and circulated thereafter. This project will not receive formal Board of Supervisors approval for award until CEQA analysis is complete and has received Board of Supervisors approval/adoption.

Procedures

Proposal documents will be available **Friday, May 24, 2024**, and will be issued to the pre-qualified proposers via the San Bernardino County Electronic Procurement Network (ePro) website.

Only the following Design-Build Entities (DBE) have been pre-qualified to submit proposals on this project:

- W.E. O'Neil Construction Co.
- Swinerton Builders
- Abbott Construction LLC

Proposals must be received on or before **4:00 p.m., August 6, 2024**, and will be received only at the address listed below:

San Bernardino County
Project and Facilities Management Department
Mr. Gil Rios
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415
Telephone: 909-387-5000
E-Mail: Gil.Rios@pfm.sbcounty.gov

A proposal bond in the amount of 10% of the Lump Sum Base Proposal, excluding alternates, shall accompany each proposal. The surety issuing the Bid bond shall be, on the bid deadline, an admitted surety insurer (as defined in the California Code of Civil Procedure section 995.120).

The successful DBE and its subcontractors will be required to follow the requirements set forth in the proposal documents and to pay prevailing wage rates as required under California law or as may be required due to Project Funding, e.g., the Davis-Bacon Act {refer to Exhibit J – Compliance with ARPA CLRF Federal Guidelines Use of ARPA CLRF and Requirements}.

The successful DBE will be required to have the following California contractor's license at the time of the proposal opening: General Building – B.

DON DAY,
Director, Project & Facilities Management Department
San Bernardino County
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415-0184

May 21, 2024

RFP

REQUEST FOR PROPOSALS

DESIGN-BUILD SERVICES

FOR

SAN BERNARDINO COUNTY

DAAS PACIFIC VILLAGE PLATINUM CAMPUS, PACIFIC
VILLAGE SUBSTANCE USE DISORDER PROGRAM, AND
CDH PACIFIC VILLAGE CAMPUS EXPANSION
DESIGN-BUILD PROJECT

PROJECT NUMBER 10.10.1533, 10.10.1380, AND
10.10.1671 (TBD)



SAN BERNARDINO
COUNTY

MAY 2024

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Exhibit L: Geotechnical Investigation
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Exhibit P: Design-Build Conflict of Interest Package
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NOT FOR BIDDING

PROPOSAL DOCUMENTS SECTION 1

1.0 INTRODUCTION & PROJECT DESCRIPTION

Section 1.01 Introduction

San Bernardino County (County) has decided to utilize the Design-Build method of project delivery on a variety of major capital improvement projects. This decision by the County Board of Supervisors (Board) was to ensure that the residents of the County will receive the highest quality facilities at the most economical price. To best utilize this process, the County is providing clear instructions to the Design-Build Entity (DBE) and its team members regarding the Project requirements.

Public Contract Code sections 22160 et seq. govern the County's award of projects using a Design-Build project delivery methodology. The undertaking and accomplishment of this Project is required by state law to comply with the requirements of Public Contract Code 22160 et seq. and other provisions of state and federal law applicable to this Project. Nothing in this Request for Proposals (RFP) is intended nor should be interpreted as contravening the provisions of these code sections. The DBE shall be fully knowledgeable of, and shall comply with, the provisions of Public Contract Code section 22160 et seq. and other provisions of state and federal law applicable to this Project.

San Bernardino County intends to construct the DAAS Pacific Village Platinum Campus, the Substance Use Disorder Program facility, and the CDH Pacific Village Campus expansion projects (Pacific Village Campus). The scope of the Project includes all disciplines necessary to completely design (based on the Project criteria furnished by the County as part of the RFP process) and construct the Project (based on detailed Construction Documents prepared by the successful DBE, that are reviewed by County and approved by all governing agencies), including, without limitation, all on-site and off-site work as prescribed.

All Proposers must register with San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/epro/> (ePro) prior to the date and time to receive Proposals.

ALL PROPOSERS AND ALL SUBCONTRACTORS LISTED IN THE PROPOSAL MUST BE REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS PURSUANT TO LABOR CODE SECTION 1725.5 AT THE TIME THE PROPOSAL IS SUBMITTED TO THE COUNTY. PROPOSER AGREES THAT NO CONTRACTOR OR SUBCONTRACTOR MAY BE AWARDED A CONTRACT FOR PUBLIC WORK OR PERFORM WORK ON A PUBLIC WORKS PROJECT UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS PURSUANT TO LABOR CODE SECTION 1725.5. THE PROPOSER ACKNOWLEDGES THAT THE PROJECT IS SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS.

AS REQUIRED BY LABOR CODE 1771.1(A): “A CONTRACTOR OR SUBCONTRACTOR SHALL NOT BE QUALIFIED TO BID ON, BE LISTED IN A BID PROPOSAL, SUBJECT TO THE REQUIREMENTS OF SECTION 4104 OF THE PUBLIC CONTRACT CODE OR ENGAGE IN THE PERFORMANCE OF ANY CONTRACT FOR PUBLIC WORK, AS DEFINED IN THIS CHAPTER, UNLESS CURRENTLY REGISTERED AND QUALIFIED TO PERFORM PUBLIC WORK PURSUANT TO SECTION 1725.5. IT IS NOT A VIOLATION OF THIS SECTION FOR AN UNREGISTERED CONTRACTOR TO SUBMIT A BID THAT IS AUTHORIZED BY SECTION 7029.1 OF THE BUSINESS AND PROFESSIONS CODE OR BY SECTION 10164 OR 20103.5 OF THE PUBLIC CONTRACT CODE, PROVIDED THE CONTRACTOR IS REGISTERED TO PERFORM PUBLIC WORK PURSUANT TO SECTION 1725.5 AT THE TIME THE CONTRACT IS AWARDED.”

Section 1.02 Project Description - General

San Bernardino County intends to expand the Pacific Village Campus, located at the northeast corner of Valaria Drive and Pacific Street in the San Bernardino, California.

The Pacific Village Campus Project entails several key components:

1. **Construction of Permanent Supportive Housing:** This involves building 58 new dwelling units designed to provide permanent supportive housing. Additionally, there will be an accessory building constructed to house laundry facilities and a community center.
2. **Substance Use Disorder Facility:** A new facility dedicated to addressing substance use disorder will be constructed as part of the expansion.
3. **Renovation of Existing Buildings:**
 - **Cafeteria:** The previously decommissioned cafeteria will undergo renovation, be re-equipped with a commercial kitchen, and recommissioned to serve its original purpose.
 - **Manager's Office/Former Chapel:** The building currently serving as the manager's office, formerly a chapel, will be repurposed into a recuperative care center with 32 beds. Modifications to walls, windows, doors, and updates to mechanical, electrical, and plumbing systems will be made to accommodate this change.

These initiatives aim to expand the campus's capacity to provide housing, support services, and care facilities to meet the community's needs, particularly focusing on permanent supportive housing and addressing substance use disorder.

A. Building Area: 61,442 Gross Square Feet

B. Budget: The estimated design and construction cost for the Project, inclusive of the design and all other services to be performed under the design-build contract, is \$36,000,000 (Approximately)

- C. Schedule: Substantial Completion of the Project is to be achieved no later than September 16, 2026, or twenty-one (21) months from the date of the Notice to Proceed.

Section 1.03 PROJECT DESCRIPTION – Building and Site Design Concept

The Design-Build (DBE) Teams have been charged with design of the expansion of the existing Pacific Village Campus that best serves the needs of the County – as shown in the Bridging Documents Section (See Exhibit E). The Project Site is located at the northeast corner of Valaria Drive and Pacific Street in the San Bernardino, California.

PROPOSAL DOCUMENTS SECTION 2

2.0 SUMMARY OF REQUEST FOR PROPOSAL PROCESS

Section 2.01 Informational Summary

The provisions of this Section are intended to summarize for the DBE the process that the County intends to follow with respect to issuance of its RFP, consideration of Design-Build Proposals from DBE, and award of the Design-Build contract. This summary is provided for the convenience of the DBEs and should not be interpreted as a complete or definitive statement of all procedures, conditions, requirements or standards that may apply to any of the aforementioned processes. The County reserves the right, at any time and in the exercise of its sole and absolute discretion, to modify such procedures, conditions, requirements or standards, by changes, additions or deletions thereto.

The process to select the DBE to implement this Project includes two parts:

Part 1 – Pre-Qualification leading to a short-listed selection of qualified DBEs invited to participate in Part 2. (Part 1 has been concluded)

Part 2 – RFP competition and selection of the DBE.

This two-part process first developed a list of pre-qualified DBEs to compete for the Design-Build contract for the Project. The pre-qualification list is valid only for this Project. The County has conducted a formal pre-qualification process and determined that the invited DBEs have been pre-qualified and short-listed as a prerequisite to their being eligible to submit a proposal on the Project.

The services sought by this RFP include all customary services normally provided under the umbrella of the design-build method of project delivery. This includes, but is not limited to, full design services, agency approvals, construction, scheduling, estimating, value

engineering, general contracting, building commissioning, Project management, Project closeout, and warranty services. The completed Project is to be a fully functioning facility as described in the contract between the County and DBE.

Upon selection, the DBE will enter into a contract to design and construct the Project for the County. For purposes of this solicitation, a DBE is defined as the entity that will be awarded a contract for the complete design and construction of the Project and all of its key design and subcontractor members, either pre-qualified through the RFQ/RFP process or added at a later date per the terms of the Contract Documents. The resulting contract for design-build services will include a complete scope of work for all elements of the design-build process including, but not limited to, design, construction management/Project management, and construction services necessary for the Project which includes site work, buildings, tenant space development and all construction services necessary to complete the Project in a condition ready for occupancy. The County will review the DBE's management of design and construction of the Project to ensure compliance with the Contract Documents.

The County is requesting proposals for Design-Build services for the Project through an RFP process. Each response to the RFP must propose a business offer that will result in the delivery of a Project of a high level of design and technical quality in accordance with the design guidelines, space requirements program, and performance criteria, issued with the RFP.

In all instances, the DBE selected for the Project will be at-risk for completing the Project for the stipulated price, within the amount or amounts established in the RFP or agreed to in the design-build contract and guaranteeing completion in sufficient time to allow the facility to be operational at such time as required by the County.

The issuance of a RFP constitutes only an invitation for DBEs to present their competitive proposals. The County reserves the right to determine, in its sole discretion, whether any aspect of the Proposal satisfactorily meets the criteria established in the RFP and the right to seek clarification from any DBE submitting Proposals. The County also reserves the right to reject any or all Proposals received as a result of this solicitation; to extend the Proposal due date for RFPs; to modify, amend, reissue or rewrite this RFP document; to procure Design-Build services by other means; and to construct the Project by other means. In the event the RFP is withdrawn by the County or if the County does not proceed with awarding a Design-Build Agreement for any reason, the County shall have no liability to any DBE, Team, Contractor, Architect or other Team member, for any costs or expenses incurred, in connection with the preparation and submittal of a response to this RFP.

The DBEs are provided a sample Agreement and General Conditions prepared for the Project. Any exceptions to these documents must be noted in the Proposal or the objection will be deemed waived by the DBE.

All items normally included in a new construction of this size and complexity and outlined in the Bridging Documents Section should be included in each proposal.

All information submitted for evaluation during the RFP proposal process will be considered official information acquired in confidence, and the County will maintain its confidentiality to the extent permitted by law.

Liquidated Damages will be assessed for Project delays by the DBE. Please reference Section 3.04 of this RFP and the Design-Build Agreement for specifics on Liquidated Damages.

The DBE will be required to utilize a web based Project Management System accessible by all entities involved in the Project. Procedures and training will be provided by the DBE. The process should reduce workload for all team members as well as increase communications between team members.

If so decided, the Board of Supervisors for the County will issue a written decision supporting its Award of the Design-Build contract to the successful Proposer, stating the basis of the Award. The identity of the successful Proposer shall be publicly announced, along with the County's second and third ranked DBEs.

Section 2.02 The Owner's Consultant Team Includes:

Owner

COUNTY

Project & Facilities Management Department
 Gil Rios (Contact Person)
 Office: (909) 387-5000
 Cell: (909) 501-2899
 Email: Gil.Rios@pfm.sbcounty.gov

Preconstruction and Construction
 Manager
 Bridging Architect

(To be determined)

LPA
 Chris Aeria
 Direct: (619) 929-3953

During the proposal and evaluation process **Gil Rios is the sole contact point** for any inquires or information relating to the RFP. Only if authorized by the County contact, may other County staff or consultants provide information to DBE. Any violation of this procedure may be grounds for disqualification of the DBE.

Section 2.03 Selection

This RFP process follows a Request for Qualifications (RFQ) process that resulted in the development of a short list of rated DBEs from which the County then invited the top three (3) rated DBEs to respond to the RFP and present to a selection interview panel. The selection panel will evaluate the price, qualifications and project approach to determine the DBE rating and Best Value. County staff will start negotiations with the highest rated DBE and, if not successful, move to the second DBE and so on. The negotiations will be focused around meeting the County design, budget and schedule goals. Value Engineering could be a part of the negotiation process.

Agreement by any DBE to enter the competition and submit responses to the RFP indicates it will comply with the procedures outlined below. All materials submitted by the DBEs will become the property of the County. The County may use the materials submitted by the DBEs for any purpose, including incorporating the materials into the selected design concept.

The Design-Build competition will require identification of proposed deviations from the attached Design-Build Agreement and General Conditions (if any), a fixed construction cost, and all other items required in this RFP. This competition will require the highest order of design and quality possible, with acknowledgment that the selected DBE must comply with all the mandatory performance criteria, technical specification elements, and space program requirements – (See Exhibit E Bridging Document Section).

Acknowledgement of Receipt of RFP and/or Addendum: DBE shall provide County, within three (3) days of its receipt of this RFP, the email acknowledgement set forth as Exhibit H hereof, which shall serve to acknowledge that DBE has received this RFP and identify DBE's representative, who shall be DBE's single point of contact for the receipt of any documents, notices and addenda associated with this RFP. DBE shall provide similar email acknowledgements for addenda issued to this RFP.

Questions Regarding Request For Proposals (RFP): Should DBEs, or components thereof, have specific questions regarding the process, contract compliance, licenses or insurance which need to be answered at any time prior to submitting the RFP, then they should submit questions in written form via e-mail to Gil.Rios@pfm.sbcounty.gov. In order to receive a proper response, all questions must be received no later than **4:00 PM, July 2, 2024**. All questions received by this time and date will be responded to, in writing. Requests for clarification and/or questions received after this time and date will not receive a response. Anonymity of the source of specific questions will be maintained in the written responses provided by the County. Responses to all questions will be e-mailed to all RFP recipients.

Receipt of Responses to the Request for Proposals: All responses to the RFP must be received in sealed cartons at the below address no later than **4:00 PM, August 6, 2024**. Faxed and e-mail Proposals will not be accepted. The County will evaluate responses to the RFP only for those Proposals that meet the mandatory Proposal

requirements. NOTE: All mail, including Priority and Express Mail, sent via the U.S. Postal Service is received by the County's mail room then distributed to the Project & Facilities Management Department. This can cause a delay in the receipt of the Proposal. The County is not responsible for any delays caused by mail service to a different County location. It is the DBE's responsibility to ensure the Proposal is received as required by the RFP. Proposals are to be sent to:

Project & Facilities Management Department
Mr. Gil Rios
385 North Arrowhead Avenue, Third Floor
San Bernardino, CA 92415
Cell: 909-501-2899

Late Proposals: A RFP Proposal will be considered late if received at the official competition address at any time after 4:00 PM, August 6, 2024. Late Proposals will be deemed non-responsive by the County and will not be evaluated.

Number of Copies: Submit a sealed package containing the following:
Five (5) copies of Part One, the Technical information, each in a bound document with a soft cover, comb binder; loose-leaf three-ring, hard cover binder; or equivalent. An electronic (pdf) copy of Part One, the Technical information, shall also be provided on a flash drive. Two (2) copies, plus an electronic (pdf) copy on a flash drive of Part Two, the Proposal and Budget Forms, in a separate sealed envelope. Part Three shall contain the Design-Build Conflict of Interest Package. Submit one (1) original in a sealed envelope.

Evaluation of the RFP: The County will conduct an evaluation of the RFP Proposals to ensure compliance with all identified criteria. Any Proposal that does not comply with all listed mandatory criteria will be rejected by the County. The DBE will thereupon be disqualified from further consideration for participation in the selection process. Questions arising from these evaluations will be submitted to each DBE for clarification. DBEs that have complied with all listed mandatory criteria will have an opportunity to present their proposal in person to the County selection panel. The County will also make an independent evaluation of each proposal. The findings of the evaluation and subsequent clarifications, the DBE's presentations, and all submitted material will be considered by the County who will select the most appropriate best value proposal for award of the Design-Build contract.

Disputes Relating to Proposal Process and Award: Any Proposer, qualified to submit a Proposal for the Project, may file an appeal of the County's proposed award of a Design-Build contract for this Project, provided that each and all of the following are complied with:

- a) The appeal is in writing.
- b) The appeal is submitted to and received by the Purchasing Department within five (5) calendar days of the date of the notification of intent to award, or denial of award, is sent to the Proposer. Failure to timely submit a written appeal shall

constitute grounds for the County's denial of the appeal without consideration of the grounds stated in the appeal and a waiver of the right to appeal. Untimely appeals will not be accepted or considered.

- c) An appeal can only be brought on the following grounds:
- i) Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
 - ii) There has been a violation of conflict of interest as provided by California Government Code section 87100 et seq.
 - iii) A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Pete Mendoza, Director
 San Bernardino County
 Purchasing Department
 777 E. Rialto Avenue
 San Bernardino, CA 92415-0760

The County Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer making the appeal, within a reasonable timeframe prior to the tentatively scheduled date for awarding the contract. The decision of the County Purchasing Agent shall be deemed final.

California Public Records Act: All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of the response:

NOTICE

The data on pages _____ of this proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that San Bernardino County determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of property marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed

statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state, and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

Section 2.04 Proposal Schedule

1)	Board of Supervisors Approval of Design-Build RFP	Tuesday, May 21, 2024
2)	Proposal Documents - Available via ePro	Friday, May 24, 2024
3)	Last Day for Questions Regarding RFP Proposal	Tuesday, July 2, 2024
4)	Proposal Submission Deadline	Tuesday, August 6, 2024
5)	Proposer Presentations	August 19, 2024 to August 30, 2024
6)	Proposals Evaluated and Winning Proposal Determined	Wednesday, September 4, 2024
7)	Contract Award (Board Approval)	Tuesday, November 5, 2024
8)	Notice to Proceed	Friday, December 6, 2024
9)	Construction Documents and Plan Check/Review seven (7) months	December 2024 – July 2025
10)	Substantial Completion of Project Twelve (14) months	September 2026

COUNTY RESERVES THE RIGHT TO REVISE THIS SCHEDULE AS NECESSARY

Section 2.05 Proposal Requirements

Each RFP Proposal shall be in 8½"x11" format, consisting only of the specified materials requested below. Foldout 11"x17" pages are acceptable for charts, graphs, Project data, plans, and similar presentations, but not in lieu of 8½"x11" for text. The proposal shall be submitted in three (3) parts. Part One shall contain all required documents except the Proposal and Budget Forms. Submit Five (5) copies of Part One, the Technical information, each in a bound document with a soft cover, comb binder, loose-leaf three-ring, hard cover binder; or equivalent. Also submit one (1) PDF copy of Part One, the Technical information, on a flash drive. Submit two (2) copies plus one (1) PDF copy on a flash drive of Part Two, the Proposal and Budget Forms, in a sealed envelope. Part Three shall contain the Design-Build Conflict of Interest Package. Submit one (1) original in a sealed envelop. To be responsive, each RFP Proposal must include the following material in the exact order and quantities specified. Proposals not organized according to this format may be rejected. Limit your response to information requested in this RFP. All information necessary for the County to evaluate your qualifications shall be contained within the RFP Proposal.

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods

and materials must perform satisfactorily and be available at a reasonable price. The County requires vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of an agreement with the County. The policy also requires vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

PART ONE

Submit One (1) original, Five (5) Bound Copies and One (1) PDF Copy on a flash drive of the Following:

Cover Letter: The cover letter shall be signed by an officer or officers of the firm or team submitting the RFP Proposal. In case of a joint venture, an officer of each joint venture partner shall sign the cover letter.

Table of Contents: Provide Table of Contents and label each section.

Executive Summary: Provide a synopsis of your Proposal highlighting why your Team is most qualified to provide the required services.

Statement Of Compliance With Mandatory Requirements: Provide a narrative regarding your Team's compliance with the mandatory business and technical requirements, including any deviations from the terms of the attached Design-Build Agreement and General Conditions and any portions of the program that may not be included in your proposal in order to meet the County's Design-Build Budget. Any changes to the attached Design-Build Agreement and General Conditions which the DBE desires, must be specified in the Proposal or the requested change will be deemed to have been waived. The narrative should include any former County officials as required by Section 3.19.

Statement of Compliance with Bridging Document Design Criteria: Provide a narrative.

Description of Degree to Which Minimum Performance Criteria Are Exceeded and Value Added Attributes Provided: Provide a narrative.

Development Schedule: (1 page, 11"x17" foldout format)

Provide Critical Path Method (CPM) schedule with adequate detail indicating the key elements required to reasonably perform design, obtain approvals, procurement and construction for the design-build contract. Include key tasks related to base isolation design and procurement activities.

Life Cycle Data Input: Narrative with charts or graphs indicating life cycle expectations and preliminary cost benefit analysis of key components of the Project.

Skilled and Trained Workforce: Narrative explaining how the DBE will meet the requirements of P.C.C. section 22164(c)(1)(B) for a “skilled and trained workforce availability”.

Proposed Innovations: Narrative and associated value of innovations or deviations from the RFP requirements that are included in the DBE’s proposal.

American Rescue Plan Act: Provide a narrative explaining how the DBE will meet the requirements of the American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF), reference Exhibit J.

Design-Build Team Members: Provide a narrative describing the following:

- a) Organization: Responses to the RFP must propose a design and construction Team comprised of a design component (architect(s)/engineer(s)) and a construction component (contractor(s)). Provide an organization chart, or charts, on 8-1/2”x11” or 11”x17” fold-out format, indicating clear lines of authority of all key entity and staff members.
- b) Primary Team Members: Provide name, address, and telephone number of each Architect/Engineer and Construction firm comprising the Team, including all requested sub-consultants and subcontractors, and their area of specialty. The team members shall be the same Architect/Engineer, Contractor, sub-consultants and subcontractors as included in the pre-qualification package. The County will not accept substitutions from the approved pre-qualification list, except in extraordinary circumstances with the prior approval of the County. Disciplines that must be represented on the Team include: architect of record, production architect (if different from the architect of record), structural engineer of record, electrical engineer of record, mechanical engineer of record, civil engineer of record, general construction contractor, sub-consultants (if any) and key subcontractors. These, or combinations of these, disciplines may be provided by a single firm or by several firms. Note experience working together on previous similar projects with emphasis on base isolation experience.
- c) Key Individuals: Provide a resume or biography for each key individual who will be participating in the Project. Include a description of their specific role in the Project. Note experience working on previous similar projects with emphasis on base isolation experience.
- d) Joint Venture: If Proposer is a joint venture:
 1. Provide a copy of the joint venture agreement. The joint venture must be in place prior to the date of the Proposal of the RFP. No page limit.
 2. All responsibilities of the joint venture shall become the individual responsibilities of each member of the joint venture in the event of the termination of the joint venture for any reason.

PART TWO

Submit Two (2) Signed Originals and One (1) PDF Copy on a flash drive of The Following In A Separate Sealed Envelope:

Proposal Form: Completed Proposal Form as provided.

Bid Bond: Completed Bid Bond as provided.

Non-Collusion Declaration: Completed Non-Collusion Declaration as provided.

List of Subcontractors: Completed List of Subcontractors as provided.

CARB Compliance: Completed Contractor Certification of California Air Resources Board (CARB) In-Use Off-Road Diesel Fueled Fleet Certification of Compliance.

PART THREE

Conflict of Interest Policy for Design-Build Projects: Attached as Exhibit P is the Design-Build Conflict of Interest Package. The Disclosure of Potential Conflict of Interest Form should be completed and submitted in a separately sealed and labeled envelope. Only the original is required.

Section 2.06 Evaluation of Proposals and Scoring

Selection Panel: The County will establish a Selection Panel with responsibility for reviewing all Proposals and conducting the DBE presentations, and evaluating and scoring the Proposals as described in this section. In addition, the Selection Panel may, in its discretion, utilize outside experts to assist in the evaluation process.

Basis for Award: The award shall be based on the “best value” to the County received from those DBEs submitting proposals that meet or exceed all design criteria, proposals that do not take unapproved exceptions to any of the performance specifications, and which confirm that the Project can be designed and constructed within the allowable time and budget. The estimated design and construction cost for the Project is established at approximately thirty six million dollars (\$36,000,000). This amount includes all costs of the complete design, engineering, construction, subcontract work, supervision, management, general conditions, overhead, bonds, insurance, compliance with all applicable codes and agency requirements, procurement of permits, profit, allowances, DBE’s contingencies (for items that are the responsibility of the DBE), and any and all items required for the completion of the Project per the contract documents, excepting therefrom, only the costs for items specifically identified as not a part of the design-build budget. If the DBE elects to propose alternate programming or materials in order to meet the County’s budget requirements, the proposal will be accepted but may be scored lower accordingly.

Technical Evaluation of Proposals: Upon receipt, an analysis of each proposal will be performed to ascertain compliance with published program and performance criteria. The evaluation will be in accordance with criteria established and published as part of this RFP. Only those proposals considered to be in full compliance with all mandatory criteria will be eligible for further consideration. Clarification of issues identified during the

technical analysis, if any, will be composed as written questions and submitted to the appropriate DBE. The DBE will respond in written form to the questions in the time allotted. Based on the written clarification received from the DBEs and any analysis thereof, an evaluation of each proposal will be prepared.

Minimum Factors: Public Contract Code (P.C.C.) section 22164(f) states that when the best value is used as the selection process, the minimum evaluations factors are price, technical design and construction expertise, and life-cycle costs over 15 or more years. As authorized by P.C.C. section 22164(f), the primary areas in which the proposals will be evaluated will include the following:

Design-Build Team Qualifications: (15 points maximum, 10 points available during the initial evaluation, and 5 points available during the oral presentation). The evaluation criteria will include:

Criteria (5 points each)

- Demonstrated ability to perform the required Scope of Work
- Experience and past performance on other similar projects, with emphasis on Behavioral Health, Substance Use campus/facility, and Prefabrication Building experience.

Criteria (all-inclusive 5 points)

- Skilled and trained workforce availability as defined in P.C.C. § 22164(c)(1)
- Safety record

Key Personnel: (15 points maximum, 10 points available during the initial evaluation of this RFP and 5 points available during the oral presentation). The evaluation criteria will include:

Criteria (5 points each)

- Qualifications, background and relevant individual experience
- Behavioral Health, Substance Use campus/facility, and Prefabrication Building Expertise
- Availability and responsiveness of personnel for the Project

Project Approach: (20 points maximum, 15 points available during initial evaluation, and 5 points available during oral presentation). The evaluation criteria will include:

Criteria (all-inclusive 10 points)

- Demonstrated understanding of the Scope of Work
- Completeness and Clarity of Proposal Content

Criteria (10 points each)

- Provided logical schedule timeline to fulfill the Scope of Work

Innovation: (10 points maximum, 6 points available during initial evaluation, and 4 points available during oral presentation). The evaluation criteria will include:

Criteria (all-inclusive 10 points)

- Proposed innovative ideas or approaches to the Scope of Work
- Lack of deviations from the Scope of Work

Cost: (35 points maximum) Points will be given as follows:

Total cost points are a calculated percentage based on the ratio of the Lowest Total Base Proposal Price divided by a Proposer's Total Base Proposal Price multiplied by the Maximum available 35 points. The Lowest Total Base Proposal Price receives the maximum 35 point score.

15-year Life-Cycle Cost: (5 points maximum, 4 points available during the initial evaluation of this RFP and 1 point available during the oral presentation).

Criteria (all-inclusive 5 points)

- Anticipated 15-year life-cycle cost for the facility
- Completeness and Clarity of Analysis

Overall Scoring Summary: (100 points maximum, 80 points available during the initial evaluation and 20 points available during the oral presentation). For the best value combination of qualifications, design, price, and other scored factors.

Presentation by DBEs: After receipt and initial evaluation of the proposals, the proposing DBEs will present their proposal to the County in person. The presentation will be limited to 60 minutes followed by a detailed question-and-answer period. Clarification questions regarding the proposal may be directed to the DBE, but no modifications to the proposal as submitted will be allowed during the evaluation process as a result of this exchange.

Evaluation and Recommendation: The Selection Committee will rate the proposals and recommend the proposal that, in its sole discretion, best meets the criteria established in the RFP documents and represents the best value to the County. The County will receive the Selection Committee evaluations and satisfy itself of the accuracy of all materials presented. County staff will start negotiations with the highest rated DBE and, if negotiations are not successful, move to the second DBE and so on. Upon conclusion of negotiations, County staff will recommend to the Board of Supervisors award of a contract with one of the DBEs and notify the remaining DBEs that they were not selected for award of the contract.

Contract Execution: Upon selection, the selected DBE will meet with the County to review the winning proposal and to reconfirm that the proposal conforms to all program requirements, both spatial and functional, and the design guidelines and performance criteria. A contract will be negotiated that is substantially similar to the Contract Agreement and General Conditions provided in the RFP.

Board of Supervisors Approval: The contract will be presented to the Board of Supervisors for approval. Once the Board has taken action, the selected DBE will be notified in writing.

PROPOSAL DOCUMENTS SECTION 3

3.0 REQUEST FOR PROPOSAL (RFP) TERMS & CONDITIONS

The County is not responsible for late delivery of the proposal. It is the responsibility of the responding DBE to ensure that the responses are submitted on time to the County. Responses that are received after the deadline shall not be considered. Please note that UPS or other deliveries to any location other than the County address provided for the RFP Proposals, (even when the County office address is correctly listed), may not be considered for this competition.

The DBE shall be responsible for providing a complete and operationally functional Pacific Village Campus including all ground-up construction, remodel, and upgrades in accordance with the requirements of this RFP. It is the DBEs responsibility to ensure the County receives all of the necessary components of the Pacific Village Campus Project although some components are not specifically referenced in the provided documents. The provided non-referenced items shall be of equal quality to all specified items in the specifications.

After award, the DBE will be expected to meet with the County and agents as required throughout the design process. The DBE shall develop plan and specification Construction Documents (CDs) on the basis of the RFP documents and the DBE's Proposal. The CDs will be subject to review for conformance with published design intent and quality standards, per the RFP requirements. The County representatives shall meet with the DBE to review the progress and provide input occasionally throughout the Design process.

The DBE is responsible for obtaining all required agency approvals including City, County, and all other Utilities and Agencies having jurisdiction over the Project (review Section 5.0 Project Cost Information – Other Costs Borne by the County). Following approval of the CDs, the Design-Build Contractor shall be responsible for the construction of the Project in accordance with the approved CDs and applicable codes. Deviation from the level of quality and intent of the performance specifications and design criteria will only be allowed if approved by the County in writing.

The issuance of this RFP does not commit the County to award a contract for services or to pay any costs incurred with the preparation of a response to the RFP. All respondents should note that the execution of any contract pursuant to this RFP is dependent upon successful negotiation of terms and price, and approval by the County's Board of Supervisors.

The selected respondent(s) and each of its (their) sub consultants, contractors, subcontractors of any tier, and/or co-venture partners, during the term of the Contract, shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

The Project Design and Contract Documents shall become and remain the property of San Bernardino County. The County may use the materials submitted by the DBEs for any purpose, including incorporating the materials into the selected design concept.

The County reserves the right to amend this RFP by means of addenda.

Section 3.01 County Supplied Inspections

The County will perform and pay for the following inspections and or approvals:

1. Concrete-rebar, tendon and concrete placement (except work done in an "Approved" fabricator's shop)
2. Structural steel and hi-strength bolting (except work done in an "Approved" fabricator's shop.)

(Fabricator Qualifications: A qualified fabricator currently approved by AISC, AWS or equal. All fabrication is to be considered sole source; any work performed at a secondary location or by another fabricator not approved per the requirements is subject to inspection by the County. All inspection costs associated with work done by another fabricator that is not approved per the above will be reimbursed to the County by the Contractor.)

3. Masonry
4. Soils and Materials Testing
5. Anchors – drilled in and epoxy
6. Underground Utilities, including hydro testing using contractors forces and equipment
7. Footings
8. Rough Framing System
9. MPE Rough-in, including system hydro's
10. Fire Proofing
11. Final Inspections for Occupancy
12. Environmental Review and Processing

Section 3.02 DBE Supplied Inspections

DBE will perform and pay for the following inspections (to be witnessed by the County Representative):

1. Waterproofing flood testing
2. Roofing
3. Sealant compatibility and adhesion testing.
4. Air Balancing
5. Duct pressure testing
6. Duct detector differential testing and verification
7. Security system performance testing
8. Equipment performance testing
9. Mock-ups (exterior materials, flashing assemblies, MEP systems, and others as noted in specifications)
10. Electrical testing (generator, hi-voltage cable, switchgear, breaker settings, grounding, etc.)
11. Fire Alarm and sprinkler testing
12. Life Safety testing (smoke doors, closers, exit signs, etc.)
13. Telecom, wireless, and data systems
14. Indoor Air Quality for certification of a "mold free" building
15. Any costs associated with set up of County observed testing
16. Time lapse photography of entire project progress from NTP to NOC

Section 3.03 Confidentiality of Design and Pricing Information Prior To Award

It is understood that all responses sent to the County are sent as confidential documents. County shall make reasonable efforts, consistent with applicable laws, to refrain from disclosing to competing Proposers prior to Award, the content of any information on design, prices or pricing that is contained in another Proposer's Design-Build Proposal. Unless otherwise required by law, no part of the responses will be made public or shown to any persons outside of the County and its Selection Committee until after a decision has been made by County staff on who to recommend for award to the County's Board of Supervisors and a contract has been executed by the recommended Proposer, at which time all documents will be public record, per applicable law.

Section 3.04 Liquidated Damages

The Design-Build Agreement and General Conditions includes provisions for payment of liquidated damages to the County in the event that Design-Builder fails to achieve Substantial Completion of the work within the Contract Time, Design-Builder agrees to pay County **\$2,500 per day** for each calendar day the Substantial Completion is delayed.

Additionally, those "short-listed" DBEs who, after successfully completing the Pre-Qualification process, are invited to submit Design-Build Proposals, must include in their Design-Build Proposals a daily amount for Compensable Delays. This amount shall not

exceed the liquidated damages amount of \$2,500 per day. In accordance with the terms of the Design-Build Agreement and General Conditions, such compensable delay reimbursement costs payable to the Design-Builder shall constitute the Design-Builder's exclusive compensation covering all costs, expenses and damages due to Compensable Delay that are incurred by Design-Builder and its Subcontractors and Sub-consultants of every Tier. No other compensation to Design-Builder for costs, expenses or damages associated with Delay shall be permitted.

Section 3.05 Wage Rates

DBEs are required to comply with all applicable prevailing wage requirements and/or regulations. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the contract, as determined by director of the State of California Department of Industrial Relations, are on file at the County and are included in the Proposal Documents as Exhibit I. Upon request, County will make available copies to any interested party. **The DBE is further referred to requirements related to the American Rescue Plan Act (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF), as included in Exhibit J.**

Section 3.06 No Warranty by County

DBEs are solely responsible to satisfy themselves as to the suitability of any surveys, estimates, projections, budgets, design concepts, technical criteria or similar information provided by the County relating to the proposed Project. Nothing stated in this RFP or in any other information provided by the County shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the County with respect thereto. Notwithstanding the foregoing limitations, the County will be responsible for those additional costs and delays which may be caused by the existence of unanticipated existing conditions which could only have been discovered through extensive excavation or destructive testing.

Section 3.07 Interested Parties

General Contractors and Architects of Record are not allowed to participate in the RFP process as members of more than one DBE or as Subcontractors or Sub-consultants to more than one DBE. Consultants or Sub-consultants to the County who are participants or advisors to the County in respect to the design-build competition for the Project are not allowed to participate as a DBE Member or as a Sub-consultant or Subcontractor, of any Tier, to a proposing DBE.

Section 3.08 Discussions, Negotiations and Limited Negotiations

The County reserves the right, but shall not have the obligation, as part of the RFP process to hold Discussions and Negotiations with the Proposers.

Section 3.09 Proposal Validity

The offer represented by each Proposer's Proposal will remain in full force and effect for ninety (90) days after the Proposal Due Date. If award has not been made within ninety (90) days after the Proposal Due Date, each Proposer that has not previously agreed to an extension of such deadline shall have the right to withdraw its Proposal.

Section 3.10 Reserved

Section 3.11 Ownership, Copyright

Drawings, renderings, models, building designs, design approaches, design details, construction techniques, procedures, means and methods and other technical design and construction information contained within a Design-Build Proposal, or any other documents submitted by Proposer to County, shall be deemed the sole and exclusive property of the County, all copyrights thereto shall be deemed assigned to and held by the County, and the Proposer shall retain no property, copyright or other proprietary rights with respect thereto; provided, however, that: (1) nothing herein shall be interpreted as prohibiting or limiting the right of any Proposer that does not receive Award of the Design-Build contract to copy, use or incorporate such technical design information contained within its own Design-Build Proposal for its own use in connection the conduct of its business, trade or profession; and (2) with respect to the Proposer who receives Award of the Design-Build contract, such Proposer's rights and obligations with respect to copying, use or incorporation of such technical design information in any projects or work other than the Project shall be governed by the terms of the Design-Build Agreement and General Conditions.

Section 3.12 Requests for Clarification

The DBE is solely responsible for seeking clarification, if needed, of any portion of the RFP Documents. Failure by a DBE to seek clarification of any portion of the RFP documents shall not relieve the DBE from its representations as set forth hereinabove nor serve as the basis for any claim by the DBE that it was mistaken or misled in connection with the preparation of its RFP Proposal. Responses to the requests for clarification will be made in writing and distributed to all DBEs.

Section 3.13 Waiver of Irregularities

The County reserves the right to waive minor or clerical irregularities, errors or omissions in the information contained in any RFP Proposal or in regard to any DBEs compliance with the RFP process and to make all final determinations with respect to the information provided in any RFP Proposal.

Section 3.14 Regulatory Compliance

The design and construction must comply with the requirements of all applicable local, state, and federal agencies. Each portion of the work shall be performed by a person

licensed, equipped and experienced to do work in the particular field. Please review Public Contract Code 22160 et seq., which includes requirements for performance of the work by Contractors and Subcontractors. Both shall furnish certified payroll records, cooperate fully with the County's labor compliance consultant and with the California Department of Industrial Relations (DIR) and participate in an approved apprenticeship program as required by the Public Contract Code. The labor compliance and apprenticeship requirements will be monitored throughout the construction process. Any Team found not in compliance shall be in default of its contract. The Project is subject to monitoring by the DIR and the DBE must submit certified payroll electronically to the DIR.

DBE shall comply with Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017). The requirements include, but are not limited to, the following:

- a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from these requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
- b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
- c. This Project is subject to compliance monitoring and enforcement by the DIR.
- d. As required by the DIR, Contractor is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- e. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - i. The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - ii. The County reserves the right to require Contractor and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner
 - iii. The certified payroll records must be in a format prescribed by the Labor Commissioner.
- f. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or

repair work, or if the public works project is \$15,000 or less when the projects is for maintenance work.

g. Labor Code section 1771.1(a) states the following:

“(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

Additionally, the DBE shall comply with all requirements, including but not limited to Davis-Bacon Act requirements, mandated by the ARPA CLRF funding for this project. {refer to Exhibit J – Compliance with ARPA CLRF Federal Guidelines Use of ARPA CLRF and Requirements}.

The DBE shall list its Subcontractors and shall make no substitution except in accordance with Public Contract Code Sections 4100 et seq. ("Subcontractor Listing Law"). As required by Public Contract Code Section 22166(b), following the County's approval of the Contract, the DBE shall award construction subcontracts with a value exceeding ½ of 1% of the Contract Sum allocable to construction Work as follows: (1) Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process used by the County, including a fixed date and time when qualification statements, bids or proposals will be due; (2) Establish reasonable qualification criteria and standards; and (3) Award the subcontract either on a best value basis or to the lowest responsible bidder – this process may include prequalification or short-listing and does not apply to construction subcontractors listed in the Design-Builder's Proposal. As soon as practicable after award of the Contract, DBE shall provide County with the description of work, name of Subcontractor, business phone and address and contact person for each Subcontractor performing Work on the Project and shall continuously update the County upon selection of each Subcontractor.

Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required.

Section 3.15 County Review during Proposal Process

The County may require joint or confidential individual conferences with proposers during the proposal process. The primary purpose of the joint conferences is to communicate Project information, or answer questions to clarify Project requirements, in an open collaborative environment. The primary purpose of the confidential individual conferences is to review progress relative to meeting Project program requirements and

discussion of potential innovations being considered by each DBE. The County will maintain complete confidentiality relative to information shared at the individual conferences.

Section 3.16 County Review after Award

The County will require a Design Validation meeting immediately after contract award to verify that the proposed design conforms to the requirements of the RFP and is consistent with the DBE's proposal. The County will also require other design review conferences during the design development process to verify that the design is proceeding according to the Project's program requirements.

Section 3.17 Conflict Of Interest

See Exhibit P for the Design-Build Conflict of Interest Package and the Disclosure of Potential Conflict of Interest Form that is required to be provided as Part Three of the Proposal Submission.

Section 3.18 Former County Officials

All DBEs must provide information on former San Bernardino County administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. Information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

Section 3.19 Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Contract, the County determines that DBE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the DBE may be terminated from the RFP process or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

Section 3.20 Improper Consideration

DBE shall not offer (either directly or through an intermediary) any improper considerations such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract resulting from this RFP process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration that was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

DBE shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from DBE. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

Section 3.21 Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the DBE selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the DBE. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected DBE also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected DBE may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the DBE will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected DBE may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil

actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the DBE will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the County. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

Section 3.22 Debarment and Suspension

DBE certifies that neither it nor its principals, or subcontractors, or team members, or other key decision makers, is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by the state of California (including any agency in California), any federal department or agency, or on the Federal Government Excluded Parties List System (www.epls.gov). DBE agrees that signing this Proposal shall constitute signature of this Certification.

Section 3.23 Iran Contracting Act of 2010

In accordance with Public Contract Code section 2204(a), the DBE certifies that at the time the proposal is submitted, the DBE signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (<http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx>) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable. Signature of the Proposal shall constitute this certification.

Section 3.24 California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation Compliance Certification

This Project is subject to the California Air Resources Board (CARB) approved amendments relating to In-Use Off Road Diesel-Fueled Fleets found at California Code of Regulations Title 13, sections 2449, 2449.1, and 2449.2 (the “Regulations”). The Regulations require a Prime Contractor, bidding on a public works project to be awarded by any public works awarding body, to certify that the DBE’s off-road diesel-fueled fleets comply with CARB regulations. Section 2249(b) includes a list of off-road diesel-fueled fleets subject to these regulations. It is the responsibility of the DBE to verify if their fleet is subject to these regulations.

DBE is required to obtain and submit Certificates of Reported Compliance from all subcontractors that are listed in the bid submission. Failure to provide DBE’s CARB compliance number may constitute a material irregularity rendering their bid non-responsive and non-responsible, and subject to rejection for non-responsiveness.

No award shall be made to a DBE that has failed to provide its CARB compliance certificates, unless the DBE confirms that no equipment subject to the regulation will be used to execute the Contract Work. By submitting a bid, the Bidder hereby certifies that it is aware of the requirements set forth in Sections 2449, 2449.1, and 2449.2, Title 13, California Code of Regulations and any successful Bidder and its subcontractors shall comply with sections 2449, 2449.1, 2449.2 of Title 13 of the California Code of Regulations, including by providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

DBE shall not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and DBE's listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. DBE shall only allow fleets with valid Certificates of Reported Compliance on DBE's job sites. The Certificates of Reported Compliance received by the DBE for this Project must be retained for three (3) years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five (5) business days of the request. Between March 1 and June 1 of each year, DBE must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in Regulation Section 2449(n), from all fleets that have an ongoing contract with the DBE as of March 1 of that year. DBE must not write contracts to evade this requirement.

If DBE discovers that any fleet intending to operate vehicles subject to the Regulation for DBE does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if DBE observes any noncompliant vehicles subject to the Regulation on DBE's job site, then DBE must report the required information to CARB within the time period contained in in the Regulations.

Upon request by CARB, DBE must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for DBE. If applicable, DBE shall prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in the Regulation.

Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

DBE shall complete and return the “California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Certification of Compliance” form included in the Proposal Documents as Exhibit K.

PROPOSAL DOCUMENTS SECTION 4

4.0 INSURANCE, BONDING AND INDEMNITY

Section 4.01 Proposal Deposit (Proposal Bond)

There is enclosed herewith, a certified check or surety bond in the amount of ten percent (10%) of the Proposer’s Total Base Proposal Price amount, or, more specifically, _____ Dollars (\$ _____), made payable to the County of San Bernardino. The undersigned agrees that in the event of the failure by the undersigned to execute the necessary contract and furnish the required contract bonds and insurance, the certified check or surety bond and the money payable thereon shall be, and remain, the property of the County of San Bernardino. If the bid is accompanied by a certified or cashier’s check, the check shall be deposited by the Real Estate Services Department, and a County warrant for the full amount shall be issued to the undersigned approximately one month after Contract Award.

Section 4.02 Minimum Bonding Requirements

If this Proposal is successful, the Design/Build Entity, individually or as a team, agrees to obtain a payment bond in an amount equal to one hundred percent (100%) of the total Contract Sum and errors and omission insurance for all design/architectural services and a Faithful Performance Bond in an amount equal to one hundred percent (100%) of the total Contract Sum. These bonds shall be secured from a surety company or companies satisfactory to the County within ten (10) calendar days of the contract award. Bonds shall remain in full force and effect for a period of one year following the date of filing of Notice of Completion. The Bonds must comply with all conditions regarding bonds detailed in the Design Build Agreement and General Conditions.

Section 4.03 Insurance

If the DBE is awarded a Contract for this Project the Design-Builder shall provide all insurance that is required under this section and such insurance shall be verified by the County. It is the DBEs responsibility to determine and approve the type of insurance(s) required for each Subcontractor, determine the insurance policy limit requirements for each Subcontractor and obtain proof of insurance from each Subcontractor. The DBE shall not allow any Subcontractor to commence work on its Contract until the Subcontractor has obtained all required insurance and provided proof of insurance to the DBE. DBEs should be aware that insurance types and coverage amounts may be adjusted as determined to be necessary by the County.

DBE agrees to and shall comply with the following indemnification and insurance requirements:

1) Basic Requirements:

- (a) Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- (b) Waiver of Subrogation Rights – The DBE shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the DBE and DBE's employees or agents from waiving the right of subrogation prior to a loss or claim. The DBE hereby waives all rights of subrogation against the County.
- (c) Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- (d) Severability of Interests – The DBE agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the DBE and the County or between the County and any other insured or additional insured under the policy.
- (e) Proof of Coverage – The DBE shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage at the time the contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and DBE shall maintain such insurance from the time DBE commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the DBE shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- (f) Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in

the State of California and with a minimum “Best” Insurance Guide rating of “A-VII”.

- (g) Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- (h) Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the DBE or County payments to the DBE will be reduced to pay for County purchased insurance.
- (i) Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. DBE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2) Insurance Specifications:

The DBE agrees to provide insurance set forth in accordance with the requirements herein. If the DBE uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the DBE agrees to amend, supplement, or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the DBE shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- (a) Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the DBE and all risks to such persons under this contract.

If DBE has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to DBEs that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- (b) Commercial/General Liability Insurance – The Design-Builder shall carry General Liability Insurance covering all operations performed by or on behalf of the Design-Builder providing coverage for bodily injury and property damage with a combined single limit of not less than ten million dollars (\$10,000,000), per occurrence. The policy coverage shall include:

- i. Premises operations and mobile equipment.
- ii. Products and completed operations.
- iii. Broad form property damage (including completed operations).
- iv. Explosion, collapse, and underground hazards.
- v. Personal injury
- vi. Contractual liability.

- (c) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than ten million dollars (\$10,000,000) for bodily injury and property damage, per occurrence.

If the DBE owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- (d) Continuing Products/Completed Operations Liability Insurance – The DBE will provide continuing products/completed operations liability Insurance with a limit of not less than five million (\$5,000,000) for each occurrence for at least three years following substantial completion of the work on projects over one million (\$1,000,000).

- (e) Course of Construction/Installation (Builder's Risk) – property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

Any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements:

- (f) Environmental Liability Insurance with a combined single limit of not less than five million (\$5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- (g) Subcontractor Insurance Requirements - The DBE agrees to require all parties or subcontractors, including architects or others it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements for all contracts in Section 4.03, Section 1, and the insurance specifications for all contracts in Section 4.03, Section 2, (including waiver of subrogation rights) and naming the County as an additional insured. The DBE agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

- (h) Professional Liability – Professional Liability Insurance with limits of not less than two million (\$2,000,000) per claim or occurrence and four million (\$4,000,000) aggregate limits

Or

Errors and Omissions Liability Insurance with limits of not less than two million (\$2,000,000 and four million (\$4,000,000) aggregate limits

If the insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.

- (i) Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary

coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Section 4.04 Indemnification

The following are the required indemnification provisions for the selected DBE.

(a) Indemnity for Professional Liability

Design-Builder agrees to indemnify, hold harmless, protect and defend the County, its officers, employees, agents, representatives and their successors and assigns ("Indemnitees") from any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts, other professionals, and costs of investigation, mediation, arbitration, litigation and appeal) arising from any negligence, willful misconduct, or fraud of the Design-Builder or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, Design Consultants or any person for whose acts any of them may be liable, in connection with the performance of the Contract, regardless of whether the claim, suit, or demand alleges that it arises in part by virtue of the negligent act or omission of an Indemnitee. Notwithstanding the foregoing, Design-Builder's obligation to indemnify, hold harmless and protect the Indemnitees for any judgment, settlement, decree or arbitration award shall extend only to the percentage of negligence attributed to Design-Builder, its agents, employees, Project Managers, Subcontractors or Design Consultants with regard to such liability, suit, claim, damage, cost, judgment and expense. The Design-Builder's duty to indemnify, hold harmless, protect and defend includes, but is not limited to, bodily injury (including death at any time) and property or other damage (including, but without limitation, economic loss, and liability arising from contract, tort, patent, copyright, trade secret or trademark infringement) sustained by any person or persons, but only to the extent such duty to indemnify arises out of the negligent, reckless or willful misconduct of the Design-Builder or any of its officers, agents, employees, Project Manager(s), Subcontractors, Sub-subcontractors, or Design Consultants.

(b) Indemnity for Other Than Professional Liability

To the maximum extent permitted by law, the Design-Builder shall fully indemnify, hold harmless, protect, and defend the Indemnitees from and against any and all demands, liability, loss, suit, claim, action, cause of action, damage, cost, judgment, settlement, decree, arbitration award, stop notice, penalty, loss of revenue, and expense (including any fees of accountants, attorneys, experts or other professionals, and costs of investigation, mediation, arbitration, litigation and appeal), in law or in equity, of every kind and nature whatsoever, arising out of or in connection with, resulting from or related to, or claimed to be arising out of the Work performed by Design-Builder or any of its officers, agents, employees,

Subcontractors, Sub-Subcontractors, Design Consultants or any person for whose acts any of them may be liable, regardless of whether such claim, suit or demand is caused, or alleged to be caused, in part, by an Indemnitee, including but not limited to:

- (1) Bodily injury, emotional injury, sickness or disease, or death to any persons;
- (2) Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Design-Builder or County arising out of Design-Builder's Work, for which the Design-Builder is responsible;
- (3) Stop notices, and claims for labor performed or materials used or furnished to be used in the Work, including all incidental or consequential damages resulting to County from such stop notices, and claims;
- (4) Failure of Design-Builder or its Subcontractors to comply with the provisions for insurance;
- (5) Failure to comply with any Applicable Law, statute, code, ordinance, regulation, permit, or orders;
- (6) Misrepresentation, misstatement, or omission with respect to any statement made in or any document furnished by the Design-Builder in connection therewith;
- (7) Breach of any duty, obligation, or requirement under the Contract Documents;
- (8) Failure to coordinate the Work with other contractors;
- (9) Failure to provide notice to any Party as required under the Contract Documents;
- (10) Failure to protect the property of any utility provider or adjacent property County; or
- (11) Failure to make payment of all employee benefits.

Enforcement. Design-Builder's obligations under this Paragraph 4.04 extend to claims occurring after termination of the Design-Builder's performance of the Contract or Final Payment to Design-Builder. The obligations apply regardless of any actual or alleged negligent actor omission of Indemnitees. Design-Builder, however, shall not be obligated under this Agreement to indemnify an Indemnitee for claims arising from the sole active negligence or willful misconduct of the independent contractors who are directly responsible to Indemnitees. Design-Builder's obligations under this Paragraph 4.04 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. In the event of any claim, suit or demand made against any Indemnitees, the County may in its sole discretion reserve, retain, or apply any

monies due to the Design-Builder under the Contract for the purpose of resolving such claims; provided, however, that the County may release such funds if the Design-Builder provides the County with reasonable assurance of protection of the County's interests. The County shall in its sole discretion determine whether such assurances are reasonable.

No Limitations. Design-Builder's indemnification and defense obligations set forth in this Paragraph 4.04: (i) are separate and independent from the insurance provisions set forth in Paragraph 4.03 of the RFP; and (ii) do not limit, in any way, the applicability, scope, or obligations set forth in these insurance provisions. In claims, suits, or demands against any Indemnitee by an employee of the Design-Builder, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the Design-Builder's indemnification and defense obligations shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Design-Builder or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

PROPOSAL DOCUMENTS SECTION 5

5.0 PROJECT COST INFORMATION

Estimated DBE Costs: The estimated design and construction cost for the Project is established at thirty-six million dollars (\$36,000,000). This amount includes all costs of the complete design, engineering, construction, subcontract work, supervision, management, general conditions, overhead, bonds, insurance, compliance with all applicable codes and agency requirements, procurement of permits (permit costs are further outlined in this section under - Other Costs Borne by the County), profit, allowances, DBEs contingencies (for items that are the responsibility of the DBE), and any and all items required for the completion of the Project per the Contract Documents, excepting therefrom, only the costs for items specifically identified as not a part of the Design-Build Budget.

Project Budget: The Project Budget for the design and construction of the Project includes the estimated DBE costs and other costs that are not a part of the Design-Build Budget. These other costs include: 1) agency fees and permits except those that are specifically the DBE's responsibility, 2) utility company/agency connection fees, 3) construction testing and inspection, 4) specialty: furniture, fixtures and equipment to be supplied by the County, 5) advertising for County's RFP Proposals, 6) County contingencies (for unforeseen or differing site conditions, County scope changes, Acts of God, and other items for which the County retains the risk according to terms of the design-build contract.

DBE Provided Items: All items that are attached to the structures or grounds by any means, including, but not limited to: complete phone and data cabling and infrastructure system; storage shelving; outdoor apparatus; outdoor benches; and other similar items.

Other Costs Borne by the County:

1. County fees and permits excluding permits required to be taken out by the DBE i.e. fire sprinkler system, SWPPP, City licensing, dust control, encroachment permits etc.;
2. Utility company/agency connection fees;
3. Standard construction testing and inspection (see Section 3 County and DBE supplied inspections for complete listing);
4. Unforeseen or differing site conditions;
5. County scope changes;
6. LEED registration fees;
7. Commissioning Authority;
8. Code required peer reviews of DBE's designs; and
9. Geotechnical investigations and Code required review of DBE's designs

NOT FOR BID

DESIGN-BUILD SERVICES RFP**SAN BERNARDINO COUNTY****DAAS PACIFIC VILLAGE PLATINUM CAMPUS, PACIFIC VILLAGE SUBSTANCE USE
DISORDER PROGRAM, AND CDH PACIFIC VILLAGE CAMPUS EXPANSION
DESIGN-BUILD PROJECT**

Project No. 10.10.1533, 10.10.1380, and 10.10.1671

EXHIBITS

- Exhibit A: Design-Build Agreement
- Exhibit B: Design-Build General Conditions
- Exhibit C: Special Conditions
- Exhibit D: Site Survey
- Exhibit E: Bridging Documents Section
- Exhibit F: Payment & Performance Bonds
- Exhibit G: Proposal Packet
- Exhibit H: Email Acknowledgement
- Exhibit I: Prevailing Wage Rate Determinations
- Exhibit J: Compliance with American Rescue Plan Act (ARPA) Federal Guidelines
Use of ARPA Requirements
- Exhibit K: Design-Build Entity Certification of California Air Resources Board (CARB)
In-Use Off-Road Diesel Fueled Fleet Certification of Compliance
- Exhibit L: Geotechnical Investigation
- Exhibit M: Intentionally left blank
- Exhibit N: Phase I Environmental Assessment
- Exhibit O: Intentionally left blank
- Exhibit P: Design-Build Conflict of Interest Package
- Exhibit Q: Evaluation Criteria