



# REQUEST FOR PROPOSAL ANNOUNCEMENT

for

PROJECT NO. 10.10.1699

303 W. 5<sup>TH</sup>. STREET  
DESIGN-BUILD PROJECT

SAN BERNARDINO, CALIFORNIA

SAN BERNARDINO COUNTY  
PROJECT AND FACILITIES MANAGEMENT DEPARTMENT  
PROJECT MANAGEMENT  
620 SOUTH E STREET  
SAN BERNARDINO, CA 92415-0184  
<https://pfm.sbcounty.gov/>

AUGUST 2025

## **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  
303 W. 5<sup>TH</sup> STREET DESIGN-BUILD PROJECT  
PROJECT NO. 10.10.1699**

### **Description of Work**

San Bernardino County purchased an un-occupied two-story building located at 303 West 5<sup>th</sup> Street in the City of San Bernardino. The property includes ground level parking underneath the building's second floor level, an adjacent surface parking lot and an additional undeveloped lot along 5<sup>th</sup> Street. This addition to the County's real estate portfolio will support the overall goal of portfolio optimization, improving County facilities and workplace environments, consolidating like functions to support departmental effectiveness, and the exit of leased facilities as appropriate.

303 West 5<sup>th</sup> Street is a general office building constructed in 1977. The structure consists of approximately 26,553 usable square feet (USF). The building is currently unoccupied.

The project will provide administrative office space for both the Community Development and Housing (CDH) and the Office of Homeless Services (OHS) departments. These Departments actively engage and provide assistance to the people in the community. Therefore, the environment should be designed with these qualitative objectives in mind; Dignity, Durability, Economy.

The project design is intended to be compatible with the included program documentation and shall be verified with the project program to confirm that all the requirements can be accommodated.

- A. Building Area: 26,553 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 approximately \$13,090,000.
- C. Schedule: Substantial Completion of the Project is to be achieved no later than August 23, 2027, and Final Completion September 2027 or eighteen (18) months from the date of the Notice to Proceed.

### **Procedures**

Proposal documents will be available **Friday, August 22, 2025** 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:

- Morillo Construction Inc.
- Snyder Langston, LLC
- CDG Builders Inc.

A mandatory pre-proposal conference will be held on: **Wednesday, September 3, 2025, at 10:00 A.M.** via Microsoft Teams:

**[Join the meeting now](#)**

Meeting ID: 284 943 788 323 0

Passcode: 9KK2bH2E

**Dial in by phone**

+1 661-568-6806,,357567601# United States, Santa Clara

Find a local number

Phone conference ID: 357 567 601#

**Attendance at the conference is mandatory. No proposal will be accepted from any proposer who fails to attend the pre-proposal conference.**

On site building tour will be scheduled from **September 3, 2025, to September 11, 2025.** To coordinate date & time please email [Liliana.Aubert@pfm.sbcounty.gov](mailto:Liliana.Aubert@pfm.sbcounty.gov).

Proposals must be received on or before **4:00 P.M., Thursday, October 23, 2025**, and will be received only at the address listed below:

San Bernardino County  
Project and Facilities Management Department  
Liliana Aubert, Project Manager  
620 South E Street  
San Bernardino, CA 92415  
Telephone: 909-387-5000  
E-Mail: [liliana.aubert@pfm.sbcounty.gov](mailto:liliana.aubert@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.

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  
620 South E Street  
San Bernardino, CA 92415-0184

August 19, 2025

**RFP**

**REQUEST FOR PROPOSALS**

**DESIGN-BUILD SERVICES**

**FOR**

**SAN BERNARDINO COUNTY**

**303 W. 5<sup>TH</sup> STREET DESIGN-BUILD PROJECT**  
**PROJECT NO. 10.10.1699**



**August 2025**

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Exhibit K:	Prevailing Wage Statutes and Rate Determinations
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Exhibit O:	Phase I Environmental Site Assessment
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Exhibit Q:	Geotechnical Feasibility Report
Exhibit R:	Property Assessment Report
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Exhibit T:	San Bernardino County Facility Planning – Space Standard
Exhibit U:	Community Development & Housing and Homeless Services Programming
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## 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 sections 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 sections 22160 et seq. and other provisions of state and federal law applicable to this Project.

San Bernardino County intends to construct the 303 West 5<sup>th</sup> Street Design-Build (Project). 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 completely renovate and rehabilitate the existing two-story building and adjacent site, located at 303 West 5<sup>th</sup> Street in the City of San Bernardino, California.

The 303 West 5th Street Design-Build Project involves full renovation of the facility to support the co-location of the Community Development & Housing Department (CDH) and the Office of Homeless Services (OHS). The project includes a new secure ground floor lobby and parking area. The second floor will be organized to allow both departments to function independently while sharing common amenities, including conference rooms, a command center, huddle rooms, restrooms, a break room, and secure storage areas. In total, the space will accommodate 92 staff members. The project also includes complete upgrades to all mechanical, electrical, plumbing, fire protection, and security systems, as well as replacement of the roof, exterior doors, windows, and components of exterior façade as needed. Additionally, the design-builder will be responsible for coordinating with the County’s furniture vendor & IT Department to ensure seamless integration of furnishings with associated power, data, and structural backing support requirements.

The project shall include all parking requirements and upgrades as necessary to support the facility including the adjacent undeveloped land . The westerly site will be for parking, trash enclosure, and existing transformer and water quality management strategies and shall be upgraded and incorporated into the overall parking solution as appropriate. As built documents indicate that an existing electrical easement might run beneath the building and may contain the primary electrical distribution to the site. The County is investigating this currently and a report is forthcoming in a future addendum.

A. Building Area:           26,553 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 approximately \$13,090,000
- C. Schedule: Substantial Completion of the Project is to be achieved no later than August 23, 2027 and Final Completion September 2027 or eighteen (18) months from the date of the Notice to Proceed.
- D. Additive Alternates:
  - a. Added single all gender restroom.

### ***Section 1.03 PROJECT DESCRIPTION – Building and Site Design Concept***

The Design-Build (DBE) Teams have been charged with design of the complete renovation of the existing building and site at 303 West 5<sup>th</sup> Street that best serves the needs of the County – as shown in the Criteria Documents. The Project Site is located at 303 West 5<sup>th</sup> Street in the City of 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 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.

As described in further detail in the RFP documents, an honorarium of \$20,000 shall be provided to each Proposer that submits a Design-Build Proposal in accordance with the terms of the RFP Documents and does not receive the Award of the Design-Build Agreement.

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, except for potential payment of an honorarium because the County withdraws the RFP, as described in further detail in the RFP documents.

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

All items normally included in a tenant improvement and parking upgrades of this size and complexity and outlined in the Criteria Documents should be included in each proposal. The design competition evaluation will take into consideration how each DBE balances budget with design, so DBEs who exclude items normally in a project of this scope, size and complexity not specifically referenced or quantified will likely receive a lower score.

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 communication between team members.

If a DBE contract is awarded by the Board of Supervisors, the County shall publicly announce its award, identity of the successful Proposer, along with the County's second and third ranked DBEs, and a statement regarding the basis of the award.

## **Section 2.02 The Owner's Consultant Team Includes:**

Owner	<u>COUNTY</u>  Project & Facilities Management Department Liliana Aubert, Project Manager (Contact Person) Office: (909) 387-5000 Cell: (909) 893-1788 Email: <a href="mailto:liliana.aubert@pfm.sbcounty.gov">liliana.aubert@pfm.sbcounty.gov</a>
Preconstruction and Construction Manager	OCMI, Inc.
Criteria Documents Architect	LPA
Owner Advisor	Griffin Structures

During the proposal and evaluation process **Liliana Aubert is the only point of contact** for any inquiries 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 D Criteria Document).

**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 [liliana.aubert@pfm.sbcounty.gov](mailto:liliana.aubert@pfm.sbcounty.gov). In order to receive a proper response, all questions must be received no later than **4:00 PM, September 11, 2025**. 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, October 23, 2025**. 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  
Liliana Aubert, Project Manager  
620 South E Street  
San Bernardino, CA 92415  
Office: (909) 387-5000

**Late Proposals:** A RFP Proposal will be considered late if received at the official competition address at any time after **4:00 PM, October 23, 2025**. 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:**

Three (3) 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)	Proposal Documents - Available via ePro	Friday, August 22, 2025
2)	Pre-Proposal Conference	Wednesday, September 3, 2025
3)	Last Day for Questions Regarding RFP Proposal	Tuesday, September 11, 2025
4)	Confidential Meetings	September 4, 2025 - September 17, 2025
5)	Proposal Submission Deadline	Thursday, October 23, 2025
6)	Proposer Presentations	October 24, 2025 - November 3, 2025
7)	Proposals Evaluated and Winning Proposal Determined	Friday, November 21, 2025
8)	Contract Award (Board Approval)	Tuesday, February 3, 2026
9)	Notice to Proceed	Tuesday, February 17, 2026
10)	Design/Construction Drawings and Plan Check/Review (6) months	February 2026 - August 2026
11)	Substantial Completion of Project	August 2027

## **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 Three (3) 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 envelope. 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, two (2) 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 3.18.

**Statement of Compliance with Basis of 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 Public Contract Code section 22164(c)(1) 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.

**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.

## PART THREE

**Conflict of Interest Policy for Design-Build Projects:** Attached as Exhibit L 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. 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 Firm and Individual Qualifications:** (20 points maximum, 15 points available during the initial evaluation, and 5 points available during the oral presentation). The evaluation criteria will include:

Criteria (5 points each)

- Firm Qualification
- Individual Qualifications / Key Personnel
- Skilled and trained workforce availability as defined in P.C.C. § 22164(c)(1)
- Experience and past performance on other similar projects, with emphasis on Design-Build renovation experience.

**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, Goals, Constraints, and Technical Requirements
- Completeness and Clarity of Proposal Content
- Approach to collaboration communication and stakeholder engagement

Criteria (all-inclusive 10 points)

- Provided logical schedule timeline to fulfill the Scope of Work, Key Milestones, and Critical Path Identification

- Quality control and safety protocols

**Design:** 30 points maximum, 24 points available during the initial evaluation of this RFP and 6 points available during the oral presentation). Considerations will be a combination of adherence to programming requirements and how the Project fits into the surrounding community. The evaluation criteria will include:

Criteria (all-inclusive 20 points)

- Overall Design
- Design approach & innovation
- Adherence to the Project Guidelines
- Ability to include all County Program Facilities and Features

Criteria (5 Points each)

- Technical Design
- Life Cycle Cost over 15 Years or More

**Cost:** (20 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 20 points. The Lowest Total Base Proposal Price receives the maximum 20 point score.

**Additional Technical Criterion:** (10 points maximum, 8 points available during the initial evaluation of this RFP and 2 points available during the oral presentation).

Criteria (all-inclusive 10 points)

- Value-Engineering or Value-Added Opportunities

Other considerations by the selected committee include but are not limited to: proposed implementation schedule; value-engineering or value-added opportunities identified and potentially acceptable to the County.

**Overall Scoring Summary:** (100 points maximum,). 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. Requested changes to the sample contract provided as Exhibit A that are not specifically identified in the RFP are waived by the DBE.

**Board of Supervisors Approval:** The negotiated contract will be presented to the Board of Supervisors for its acceptance or rejection. 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 303 W. 5<sup>th</sup> Street building for the Community Development and Housing and the Office of Homeless Services Departments 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 303 W. 5<sup>th</sup> Street Design Build 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.

All qualified applicants will receive consideration for selection without regard to race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran of the Vietnam era.

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. Indoor Air Quality for certification of a "mold free" building
14. Any costs associated with set up of County observed testing
15. Time lapse photography of entire project progress from NTP to NOC
16. Acoustical test reporting pre and post construction as defined in the Criteria Documents Basis of Design (Exhibit D)

### ***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 **\$1,000 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 \$1,000 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 K. Upon request, County will make available copies to any interested party.

### ***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 Honoraria***

An honorarium in the amount of \$20,000 shall be provided to each Proposer which submits a Design-Build Proposal in accordance with the terms of the RFP Documents and does not receive the Award of the Design-Build contract. The County shall have no obligation to pay any amount, either as an honorarium or in any other form, in any of the following circumstances: (1) the Proposer decides to withdraw from the RFP process; (2) the Proposer fails to submit its Design-Build Proposal prior to the deadline in the RFP Schedule for submission of Design-Build Proposals; (3) the Proposer's Design-Build Proposal materially fails to comply with the requirements of the RFP Documents; or (4) the Proposer is disqualified at any point in the RFP process from participating further in the RFP process. Such honorarium shall constitute the sole and exclusive remuneration and the sole liability of County to such unsuccessful Proposers for their participation in the RFP process.

### ***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 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 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.
  - 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.”

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  $\frac{1}{2}$  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 L 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](http://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.

No award shall be made to a DBE until it has provided CARB compliance certificates for itself and all listed subcontractors, unless the DBE confirms that no equipment subject to the regulation will be used to execute the Contract Work. By submitting a Proposal, the Proposer 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 Proposer and its subcontractors shall comply with sections 2449, 2449.1, 2449.2 of Title 13 of the California Code of Regulations. Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors must be submitted to the County prior to any award.

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.

## 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 San Bernardino County. 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 San Bernardino County. If the Proposal is accompanied by a certified or cashier's check, the check shall be deposited by the Project and Facilities Management 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. Bonds shall name San Bernardino County, Advocates for Human Potential, Inc. and the California Department of Health Care Services as co-obligees.

#### ***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 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.

In addition to naming the County, endorsements shall also name Advocates for Human Potential, Inc. and the “State Department of Health Care Services on behalf of the State (Agreement No.: 21-10349)” as additional insureds on all such insurance, including insurance obtained by subcontractors, during the course of construction.

- (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. In addition to the County, Advocates for Human Potential and “State Department of Health Care Services on behalf of the State (Agreement No.: 21-10349)” shall also be named.

*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, Advocates for Human Potential, Inc. and California Department of Health Care Services 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, Advocates for Human Potential, Inc., and the California Department of Health Care Services, their 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 Indemnatee. 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 Indemnatee, 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 Indemnatee 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 Indemnatee 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 \$13,090,000. 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 specifically the DBE's responsibility, 2) utility company/agency connection fees, 3) construction testing and inspection, 4) 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: 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. Commissioning Authority;
7. Code required peer reviews of DBE's designs; and
8. Geotechnical investigations and Code required review of DBE's designs
9. Low voltage data cabling and phone

**DESIGN-BUILD SERVICES RFP**

SAN BERNARDINO COUNTY

303 W. 5<sup>TH</sup> STREET DESIGN BUILD PROJECT

PROJECT NO. 10.10.1699

**EXHIBITS**

- Exhibit A: Design-Build Agreement - SAMPLE
- Exhibit B: Design-Build General Conditions
- Exhibit C: Special Conditions
- Exhibit D: Criteria Documents – Basis of Design
- Exhibit E: Criteria Documents - Drawings
- Exhibit F: Reserved
- Exhibit G: Proposal Packet
- Exhibit H: Email Acknowledgement
- Exhibit I: Payments & Performance Bonds
- Exhibit J: Evaluation Criteria
- Exhibit K: Prevailing Wage Statutes and Rate Determinations
- Exhibit L: Design Build Conflict of Interest
- Exhibit M: 303 W. 5<sup>th</sup> Street Remodel – Record Drawings
- Exhibit N: ALTA Survey
- Exhibit O: Phase I Environmental Site Assessment
- Exhibit P: Existing Site Plan Information
- Exhibit Q: Geotechnical Feasibility Report
- Exhibit R: Property Assessment Report
- Exhibit S: Ralph Roach Conceptual Area Plan
- Exhibit T: San Bernardino County Facility Planning – Space Standard
- Exhibit U: Community Development & Housing and Homeless Services  
Programming
- Exhibit V: Programming Questionnaire