

ADDENDUM NO. 2

TO THE PROGRESSIVE DESIGN-BUILD ENTITIES STATEMENT OF QUALIFICATIONS
PACKAGE
FOR THE DEPARTMENT OF PUBLIC WORKS HEADQUARTERS REPLACEMENT PROJECT
IN THE
CITY OF SAN BERNARDINO

The following changes and/or additions shall be made to the Design-Build Entities Request for Qualifications Package.

Modifications to Documents

1. Modifications to RFQ-P.
 - a. See attached "PDB-Modifications to the RFQ-P Terms-RFQ Extracts for Addendum No.2 09.17.25"
2. Modifications to Contract
 - a. See attached "PDB-Modifications to the Contract Terms-Contract Extracts for Addendum No.2 09.17.25"
3. Modification to Statement of Qualifications (SOQ) Packet Timeline
 - a. SOQ packet submissions shall be submitted to the County no later than **3:00 P.M. on October 24, 2025.**
 - b. Anticipated issuance of Notice of Intent of Award is expected in **December 2025.**

Request for Clarification Questions and Answers

1. Non-confidential questions and answers are available in the attached document named "Addendum No.2 DPW - RFI-Responses"



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RG;la

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DATE:

San Bernardino County Progressive Design-Build (PDB) for San Bernardino County

Modifications to the RFQ-P Terms

1. Section 4.7(b)(ii) (Phase 2 Management Lump Sum Fee) of the RFQ-P is amended by making the following amendments in **bold** and **underline**:

"(ii) **Phase 2 Management Lump Sum Fee**

- (A) The "Phase 2 Management Lump Sum Fee" is the Proposer's fee for all costs required ~~to satisfy for~~ the Key Personnel ~~requirements~~ for Phase 2 ~~under the Contract~~, inclusive of all Phase 2 Key Personnel Costs. The Phase 2 Management Lump Sum Fee must:

...

- (C) For the purposes of the calculation of the Total Evaluation Price and Fee for the purposes of the evaluation of Price Proposals only, the Phase 2 Management Lump Sum Fee per week must be:

- (aa) calculated on the assumption that all Key Personnel ~~required to perform for~~ the Phase 2 Work will be available on a full-time (100% utilization) basis; and

...

- (D) Pursuant to Section 3.1(d) (*Inclusion of SOQ in the Contract*), the Phase 2 Management Lump Sum Fee of the successful Proposer will be incorporated as a binding commitment of the Contractor in Exhibit 8 (*Contractor Commitments*) of the Contract, and will be used by the County and the Contractor to calculate the Contractor Management Fee to be included in the Phase 2 Contract Price in accordance with Section 22.3 (*Contractor Management Fee*) of the Contract. The assumed utilization for Key Personnel ~~required to perform for~~ the Phase 2 Work and the assumed period for performance of the Phase 2 Work included in this RFQ are for the purposes of the evaluation of Price Proposals only and are not intended to reflect the Key Personnel utilization or Contract Time for the Phase 2 Work to be utilized to calculate the Contractor Management Fee under the Contract. The Key Personnel utilization and the Contract Time for the Phase 2 Work as determined under the Contract may be greater than or less than the assumed Key Personnel utilization and assumed period for performance of the Phase 2 Work included in this RFQ. The Phase 2 Management Lump Sum Fee of the successful Proposer will be used to calculate the

Contractor Management Fee to be included in the Phase 2 Contract Price based on the Key Personnel utilization and the number of weeks under the Contract Time for the Phase 2 Work in accordance with Section 22.3 (Contractor Management Fee) of the Contract, without reference to the assumed utilization for Key Personnel ~~required to perform for~~ the Phase 2 Work or the assumed period for performance of the Phase 2 Work that is used under this RFQ for evaluation purposes. The Contractor will not be entitled to increase the fully burdened rates for each Key Personnel or the weekly Phase 2 Management Lump Sum Fee if the utilization for Key Personnel or Contract Time for the Phase 2 Work differs (whether higher or lower) from the assumed period for performance used under this RFQ for evaluation purposes."

2. Section 1.1 (Definitions) of Appendix A (Definitions and Interpretation) of the RFQ-P is amended by adding the following definition for "Key Personnel" in alphabetical order to the existing definitions in Exhibit 1 (Definitions):

"**Key Personnel**" means the individuals identified by the Proposer in its SOQ as filling key personnel positions. The County has not specified any Key Personnel positions; the Proposer, in its SOQ, shall propose the Key Personnel positions that it believes are important for the Project and offer value for the County."

3. Section 1.1 (Definitions) of Appendix A (Definitions and Interpretation) of the RFQ-P is amended by making the following amendments in **bold** and **underline** to the definition of "Phase 2 Key Personnel Costs" in Exhibit 1 (Definitions):

"**Phase 2 Key Personnel Costs**" means the full amount of all costs ~~required to satisfy the for~~ **Key Personnel requirements** following execution of a Phase 2 Supplement under the Contract, including wages (including the cost of benefits except other compensation not included in wages), with respect to those Key Personnel."

4. Appendix C (Administrative Submittal Instructions) of the RFQ-P is amended by making the following amendments in **bold** and **underline** to Form Vol 1-1.1 (Form of SOQ Letter):

"(k) the **members of the Proposer (contractor, subcontractor, supplier) have completed, or have demonstrated the experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity**~~Proposer has examined the experience, skill, and certification (if any) requirements specified in the Project Requirements and that the entities (contractor, subcontractor, supplier) performing the work fulfil the specified requirements;~~

(l) **each Key Personnel has sufficient experience and training to competently manage and complete the design and construction of the Project**~~the Proposer has examined the "Minimum Qualifications/ Experience" specified for each Key Personnel position in the Project Requirements and~~

~~the persons proposed to fill each Key Personnel position under the SOQ satisfy these minimum requirements,"~~

5. Appendix C (Administrative Submittal Instructions) of the RFQ-P is amended by making the following amendments in **bold** and **underline** to Form Vol 1-3.1 (Key Personnel Statement of Availability):

"[Complete for the Proposer (executed by the Proposer's Representative), including each Key Personnel engaged directly by the Proposer. Complete for each Proposer Member or subcontractor that engages Key Personnel (executed by the authorized representative of the Proposer Member or subcontractor, as applicable), including each Key Personnel engaged directly by the Proposer Member or subcontractor. In aggregate, the statements shall cover all the Key Personnel positions **proposed by the Proposer, in its SOQ, required** to be engaged for Phase 1 ~~under the terms of the Contract and any additional Key Personnel positions offered in the Proposer's SOQ that are not required under the terms of the Contract and Phase 2. To the extent additional Key Personnel positions are offered in the Proposer's SOQ,~~ **The Proposer is reminded that these will be incorporated as Key Personnel under the Contract.**]"

6. Appendix D (Phase 1 Proposal Instructions) of the RFQ-P is amended by making the following amendments in **bold** and **underline** to the following rows of the table included under the section describing Volume 2: Phase 1 Proposal of Appendix D (Phase 1 Proposal Instructions):

2.3	Narrative description of Key Personnel experience, capability, and qualifications	Submit a narrative description of the reasons for selecting the Key Personnel for this Project (including any additional Key Personnel positions offered in the Proposer's SOQ that are not required under the terms of the Contract), and how the Key Personnel selected satisfy the minimum requirements for such Key Personnel under the Project Requirements or otherwise under the Contract. <u>The narrative should:</u> i. clearly explain how such Key Personnel's experience, capability and qualifications are relevant for this Project and the criteria set out in Section 4.5(b)(i) (<i>Capability and experience</i>) of the RFQ; ii. identify if and how such Key Personnel were engaged in the Reference Projects; and	Page limit – applicable	4.5(b)(i)(C) (<i>Key Personnel experience, capability, and qualifications</i>)
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		iii. give examples of how such Key Personnel have contributed to the successful delivery of comparable projects.		
2.4	Key Personnel resumes	<p>Submit separate resumes (<u>no more than 2 pages each</u> – any pages in excess of this limit will not be considered as part of the County's evaluation) for each Key Personnel required to perform the Phase 1 Work (excluding the Safety Lead but including resumes for any additional Key Personnel positions offered in the Proposer's SOQ that are not required under the terms of the Contract), including no less than two references for each Key Personnel performing the Phase 1 Work required to perform the Phase 1 Work (including for any additional Key Personnel positions offered in the Proposer's SOQ that are not required under the terms of the Contract).</p> <p>At least one reference for each Key Personnel must be from aReferences from a project owner, including governmental entities, are preferred, and all references must include the name, position, company or agency, current postal and e-mail addresses, and telephone numbers. Proposers are requested to verify that contact information is correct and are advised that if the contact information provided is not current, the County may elect to exclude the experience represented in determining the Key Personnel's experience and qualifications.</p>	Page limit – not applicable	4.5(b)(i)(C) (<i>Key Personnel experience, capability, and qualifications</i>)

7. Appendix D (Phase 1 Proposal Instructions) of the RFQ-P is amended by making the following amendment in **bold** and **strikethrough** to the third column of the header row of the table included under Part 1 – List of Reference Projects (Technical Experience) of

Form Vol 2-2.1 (Reference Projects – Technical Experience) of Appendix D (Phase 1 Proposal Instructions):

#	REFERENCE PROJECT NAME AND LOCATION	OWNER'S NAME AND ADDRESS; CONTACT PERSON'S NAME, PHONE NO., AND EMAIL ADDRESS ⁽¹⁾	PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR, OR AFFILIATE ⁽²⁾	ROLE OF PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR, OR AFFILIATE ⁽³⁾	ESTIMATED COST OF WORK (US\$) ⁽⁴⁾	START DATE AND % OF WORKS COMPLETED ⁽⁵⁾	COMPLETION/ ESTIMATED DATE OF COMPLETION ⁽⁶⁾	COMPARABLE PROJECT COMPONENTS ⁽⁷⁾
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8. Appendix D (Phase 1 Proposal Instructions) of the RFQ-P is amended by making the following amendment in **bold** and **strikethrough** to the first note under the table included under Part 1 – List of Reference Projects (Technical Experience) of Form Vol 2-2.1 (Reference Projects – Technical Experience) of Appendix D (Phase 1 Proposal Instructions):

"NOTES:

- (1) Enter the ~~owner's~~ name and address, and the telephone number, email address, and name of a contact person that may be contacted as a reference."
9. Appendix D (Phase 1 Proposal Instructions) of the RFQ-P is amended by making the following amendment in **bold** and **strikethrough** to the third column of the header row of the table included under Part 1 – List of Reference Projects (Project Delivery Method Experience) of Form Vol 2-2.2 (Reference Projects – Project Delivery Method Experience) of Appendix D (Phase 1 Proposal Instructions):

#	REFERENCE PROJECT NAME AND LOCATION	OWNER'S NAME AND ADDRESS; CONTACT PERSON'S NAME, PHONE NO., AND EMAIL ADDRESS ⁽¹⁾	PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR, OR AFFILIATE ⁽²⁾	ROLE OF PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR, OR AFFILIATE ⁽³⁾	ESTIMATED COST OF WORK (US\$) ⁽⁴⁾	START DATE AND % OF WORKS COMPLETED ⁽⁵⁾	COMPLETION/ ESTIMATED DATE OF COMPLETION ⁽⁶⁾	COMPARABLE PROJECT COMPONENTS ⁽⁷⁾
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10. Appendix D (Phase 1 Proposal Instructions) of the RFQ-P is amended by making the following amendment in **bold** and **strikethrough** to the first note under the table included under Part 1 – List of Reference Projects (Project Delivery Method Experience) of Form Vol 2-2.2 (Reference Projects – Project Delivery Method Experience) of Appendix D (Phase 1 Proposal Instructions):

"NOTES:

- (1) Enter the ~~owner's~~ name and address, and the telephone number, email address, and name of a contact person that may be contacted as a reference."

San Bernardino County Progressive Design-Build (PDB) for San Bernardino County

Modifications to the Contract Terms

1. Section 24.6(a) (Concurrent Delay) of the Contract is amended by making the following amendments in **bold** and **underline**:

"(a) The Contractor will not be entitled to claim ~~an extension of time or~~ any compensation under this Article 24 (but may be entitled to claim an extension of time in accordance with its terms) with respect to any period of time during which there is a concurrent delay pursuant to which the Contractor encounters an Excusable Delay (whether or not a Compensable Delay) but, for that same period of time, the Contractor or a Contractor-Related Entity has caused its own Inexcusable Delay.

2. Section 27.1(b) (Indemnification) of the Contract is amended by making the following amendments in **bold** and **underline**:

"(b) **Indemnification**

Subject to Section 27.4 (Exclusions from indemnity), to the fullest extent permitted by Applicable Law, the Contractor shall release, defend, indemnify, and hold harmless the Indemnified Parties on demand from and against any and all **third-party claims and** liability for Losses incurred by an Indemnified Party arising out of, in connection with, resulting from, or related to, any act, omission, fault, or negligence of the Contractor or any other Contractor-Related Entity in connection with or relating to, or claimed to be in connection with or relating to, the Work or this Contract, including any and all liability for:

(i) Losses with respect to:

...

(B) any Claim against the Indemnified Party (including by another Indemnified Party):

(aa) with respect to any illness of, personal injury to, or death of, any person;

(bb) with respect to damage to, loss or destruction of, or loss of use of (whether total or partial), any real or personal property, or Construction Equipment; **or**

(cc) with respect to Intellectual Property; ~~or~~

~~(dd) made by a third party claiming rights under this Contract;~~"

3. Section 33.10(b) (Intellectual Property Representations and Indemnification) of the Contract is amended by making the following amendments in **bold** and **underline**:

"(b) IP Indemnification. In addition to any other indemnification provisions of this Contract, to the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Indemnified Parties from and against any and all **third-party** claims, actions, legal or administrative proceedings, demands, costs, judgments, liens, penalties, liabilities, damages, losses, and expenses, including any judgments, interest, settlement amounts, losses, damages (statutory or actual), reasonable attorneys' fees, costs, and expenses incidental thereto, which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnified Party ("Matters"), by reason of any such Matter arising out of or relating to any actual or alleged infringement of any intellectual property rights by any Intellectual Property, alone or as incorporated into the Project, the Work, software, Contractor-Furnished Documents, or other deliverables and/or work product, or any use thereof."

4. Section 40.17 (Indirect Loss and limitation of liability) of the Contract is replaced with the following provision in **bold** and **underline**:

"40.17 ~~Indirect Loss and limitation of liability~~

The County and the Contractor waive claims for any Indirect Losses. This mutual waiver includes:

- (i) damages incurred by the County for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of each person; and**
- (ii) damages incurred by the Contractor for principal office expenses, including the compensation of personnel stationed there, for losses of financing, business, and reputation, and for loss of profit except anticipated profit arising directly for the Work.**

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Part I (Termination). Nothing contained in this Section 40.17 (Indirect Losses) shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of this Contract.

- ~~(a) The County will not be liable to the Contractor for any Indirect Losses suffered by the Contractor for breach of this Contract, in tort or on any other basis under this Contract whatsoever. The limitation under this Section 40.17(a) will not limit:~~
 - ~~(i) any liability of the County under Section 40.3;~~

- ~~(ii) any Delay Compensation payable by the County to the Contractor under this Contract;~~
 - ~~(iii) any Mitigation Costs payable by the County to the Contractor under this Contract which are not of themselves Indirect Losses;~~
 - ~~(iv) any amount payable by the County to the Contractor under Article 29 (Termination for convenience); or~~
 - ~~(v) interest, late charges, fees, transaction fees and charges, penalties, and any other similar charges that this Contract expressly states are due from the County.~~
- ~~(b) The aggregate liability of the Contractor to the County with respect to Indirect Losses arising from a breach of this Contract, in tort or on any other basis under this Contract whatsoever, will be limited to 50% of the Total Contract Price.~~
- ~~(c) Except as otherwise expressly provided in this Contract, the maximum aggregate liability of the Contractor to the County for damages arising out of its performance of this Contract (or its failure to perform) in addition to liquidated damages for Delay, liquidated damages for Noncompliance Events, and Indirect Losses, which are each subject to a separate limitation under Section 17.4(c)(viii) (Description of liquidated damages), Section 19.1(i) (Liquidated Damages for Noncompliance Events), and Section 40.17(b), respectively, shall be limited to the sum of the following:~~
- ~~(i) prior to any execution of a Phase 2 Supplement or if no Phase 2 Supplement is executed, 50% of the sum of:~~
 - ~~(A) the Phase 1 Contract Price; and~~
 - ~~(B) the aggregate Early Works Package Contract Price for all Early Works Packages authorized under a Modification; and~~
 - ~~(ii) subject to and on and from execution of a Phase 2 Supplement, 50% of the sum of:~~
 - ~~(A) the Phase 1 Contract Price; and~~
 - ~~(B) the Phase 2 Contract Price,~~

~~or such other amount as may be agreed by the Parties under a Phase 2 Supplement as described in Section 40.17(e).~~

~~For illustrative purposes only, the limitations of liability under this Section 40.17(c) are set out in tabular form below:~~

Applicable period of time	Limitation of Liability as a Percentage of Total Contract Price	Total Contract Price
Prior to the date of any Phase 2 Supplement or if no Phase 2 Supplement is executed	50%	Phase 1 Contract Price <i>plus</i> aggregate Early Works Package Contract Price for any and all Early Works Packages authorized under a Modification
On and from execution of a Phase 2 Supplement	50%	Phase 1 Contract Price <i>plus</i> Phase 2 Contract Price

- (d) ~~The limitations in Section 40.17(b) and Section 40.17(c) will not apply to or limit:~~
- (i) ~~all costs reasonably incurred by the County or a County Contractor in remedying any Deficient Work including under Article 20 (Remedies for Deficient Work) or Article 21 (Warranties);~~
 - (ii) ~~without prejudice to the generality of Section 40.17(d)(i), all costs reasonably incurred by the County or a County Contractor in completing the Work in accordance with the Project Requirements, including under Article 20 (Remedies for Deficient Work), Article 21 (Warranties), or Section 31.2(d)(ii) (County's right to complete the Work);~~
 - (iii) ~~any Losses to the extent that they are either covered by the proceeds of insurance carried by the Contractor or are required to be insured against pursuant to Article 28 (Insurance requirements) (whichever is greater);~~
 - (iv) ~~Losses arising out of fraud, willful misconduct, gross negligence, or a violation of Applicable Law on the part of the Contractor or a Contractor-Related Party;~~
 - (v) ~~amounts payable by the Contractor to an Indemnified Party under an indemnity set out in this Contract to the extent such amounts relate to a third party claim (and for the avoidance of doubt, if the Parties fail to agree to a Phase 2 Supplement, the reference to 'third party claim' for this purpose does not include claims by any other County Contractors engaged by the County to perform any part of the Phase 2 Work that is not Committed Work);~~

- ~~(vi) Losses arising as a result of enforcement or regulatory actions, fines, or penalties imposed by any Government Entity;~~
 - ~~(vii) interest, late charges, and bank transaction fees that this Contract expressly states are due from the Contractor; or~~
 - ~~(viii) except where a risk is expressly allocated to the County, or a Claim by the Contractor is expressly permitted under this Contract, the Contractor's obligation to perform the Work for the Contract Price.~~
- ~~(e) During Phase 1 and prior to submittal of the Phase 2 Proposal, the Parties may agree to an adjustment (upwards or downwards) to the limitation of liability under Section 40.17(c) taking into account, among other matters: (i) the risk evaluation and risk allocation review performed during Phase 1 and any adjustments to the risk allocation or other modification to the rights and obligations of the Parties with respect to the Phase 2 Work; (ii) any adjustments to the Required Insurance for the Phase 2 Work; and (iii) any adjustments to the scope of the Phase 2 Work. Any such adjustment to the limitation of liability agreed to by the Parties shall be taken into account by the Contractor in preparing its Phase 2 Proposal and will be incorporated in any Phase 2 Supplement."~~

10.10.1777 Addendum No. 2 DPW Headquarters Replacement Project RFI Log					
No.	Document: section number, and page number	Category	RFI Questions	Confidential (Y/N) Per Proposers	RFI - Answer
1		1	At what phase in the procurement process should engineering firms be included on the team?		Engineering firms critical to the success of the project, including key design disciplines identified in the RFQ, must be included at the SOQ stage so that the County may evaluate their qualifications. The County recognizes that additional firms or subcontractors may be added during the process, subject to County review and approval.
2	RFQIP 4.5.b.i.c. "Key Personnel experience, capability and qualifications", pg. 36 (recurring throughout document)	1	The documents refer to "Key Personnel to satisfy the minimum requirements under the contract". The contract is not provided. Please specify the minimum key personnel roles that the County would like to review.	N	Please see attached Modifications to RFQ-P Terms document attached as part of Addendum No.2
3	Form VOL 1.1.1 - Form of SOQ Letter, Item 11	1	"The Proposer certifies that unless otherwise noted within this letter, the SOQ has been submitted without exception and all of the terms of the RFQ and the Contract are acceptable to the Proposer. The Proposer understands that in accordance with Section 2 (General Instructions to Proposers), IP-6/Modifications and Alternative SOQs of the RFQ, the Proposer is cautioned to limit exceptions, conditions, qualifications, and limitations to the provisions of the RFQ, as they may be determined by the County to cause the SOQ to be deemed non-responsive. The County may initiate discussions to clarify or resolve such exceptions and may notify the Proposer to accept the terms without exception or be deemed non-responsive". Question: Please confirm if the County of San Bernardino will allow the Proposer to negotiate a mutually agreeable terms of the Progressive Design Build contract, specially Liquidated Damages and Warranties by the Architect.	N	Please see RFQ-P Section 4.10 regarding the finalization and execution of the contract post-SOQ submission. However, note also that given the progressive design-build delivery, the contract is subject to negotiation through Modifications for the Phase 2 Work. If the Proposer wishes to request changes to the Form of Contract, such changes should be raised through RFQ Comments so the consider can consider such requests and make amendments to the Form of Contract.
4	FORM VOL.3.1.1 - PRICE PROPOSAL FORM	2	The letter of invitation states that Phase 1 consists of Schematic Design (SD), Design Development (DD), and Preconstruction. On the Price Proposal Form, where should we include the design fees for the Construction Drawings (CDs) and the Designer/ Construction Administration fees? (Are these costs to be included in the Phase 1 LS price, part of the \$77,000,000 construction costs, or to be included in the Phase 2 Weekly Management Lump Sum Fee?)	N	Phase 1 is intended to include all Design Work, and Phase 2 is intended to include all Construction Work. See Tasks 5 and 6 under the Phase 1 Statement of Work (Section 3 of Part A, Exhibit 3 of the contract). See also the "Cost Allocation Matrix" in the RFQ-P. Therefore, the cost of all Design Work must be included in the Phase 1 Preconstruction Lump Sum Fee.
5	FORM VOL.3.1.1 - PRICE PROPOSAL FORM	2	On the Price Proposal Form, where do we include the General Contractor's Preconstruction costs/fees for the development of Construction Drawings (CDs) and budgeting, bidding/procuring subcontracts through the CD phase? (Are these costs to be included in the Phase 1 LS price, part of the \$77,000,000 construction costs, or to be included in the Phase 2 Weekly Management Lump Sum Fee?) Note: It's challenging to allocate these costs to the Phase 2 Weekly Management fee, as the preconstruction phase will not run the whole duration of the project.	N	Phase 1 is intended to include all Design Work, and Phase 2 is intended to include all Construction Work. See Tasks 5 and 6 under the Phase 1 Statement of Work (Section 3 of Part A, Exhibit 3 of the contract). See also the "Cost Allocation Matrix" in the RFQ-P. Therefore, the cost of all Design Work must be included in the Phase 1 Preconstruction Lump Sum Fee.
6	SOQRFP, Letter of Invitation pg 3 (PDF pg 6)	2	Campus Infrastructure and Parking Enhancements: calls for 530 stalls plus an additional 444 stalls (179 + 265) for a total of 974 Stalls. The site is not large enough for this many surface stalls. 1.)Is the intent to include a parking garage within the \$77,000,000 project budget? 2.)Please clarify the total number and type of stalls required.		Based on the current site constraints, it is programmatically conceivable that the site can be surface parked; however, should the demand exceed the site's capacity, PDB teams shall be responsible for providing cost-effective solutions to maximize parking needs. The County will review and approve the final number, type, and configuration of stalls during Phase 1 to ensure alignment with program requirements, budget, and site constraints.
7	1777-SAMPLE_PDB_Contracts_Exhibits; Section 28 Page 128	2	Please clarify that the County will be purchasing a project-specific professional liability policy considering the scope/delivery of the project.	N	Project-specific coverage is not required
8	Progressive Design-Build Contract	2	For Phase 2 Work, so long as the Contractor takes commercially reasonable steps to avoid or mitigate impact costs, will the County consider an equitable adjustment in contract price for unforeseen increases in the costs of materials arising from changes in applicable laws enacted after the date of the Agreement?	N	The contract does not provide for additional compensation for change in law after the date of a Modification. The risk of change in law should be managed and mitigated through the preconstruction phase, including by pricing the work immediately before NTP.
9	RFQ APPENDIX A and Cost Allocation Matrix item #18	2	Per RFQ Appendix A, "Phase 2 Key Personnel Costs" means the full amount of all costs required to satisfy the Key Personnel requirements following execution of a Phase 2 Supplement under the Contract, including wages (including the cost of benefits except other compensation not included in wages), with respect to those Key Personnel. 1.)Please identify what is considered "all costs required to satisfy the key personnel requirements." 2.)Does this include Jobsite office, office supplies, internet, postage/courier, drawing/document reproduction, as built, etc.?		1) The County intends to amend the definition for "Phase 2 Key Personnel Costs" in RFQ-P Appendix A to read "means the full amount of all costs for Key Personnel following execution of a Phase 2 Supplement under the Contract, including wages (including the cost of benefits except other compensation not included in wages), with respect to those Key Personnel". 2) No, these would be considered costs of Design Work or direct Construction Costs - see the Cost Allocation Matrix. Please see attached Modifications to RFQ-P Terms document attached as part of Addendum No.2
10	Progressive Design Build Contract	2	Does the County pay for the cost of the building permit and plan check fees? Or will these costs be carried by the General Contractor within the \$77,000,000 Construction cost?	N	The County will pay all County-required plan check and permitting fees directly. These costs are not included within the \$77,000,000 construction budget. All other approvals, licenses, or third-party fees required for execution of the Work shall remain the responsibility of the Design-Builder.
11	Progressive Design Build Contract	2	Does the County pay for the cost of materials testing and special inspection fees? Or will these costs be carried by the General Contractor within the \$77,000,000 Construction cost?	N	The County will pay directly for materials testing and special inspection fees required by the County. These costs are not included within the \$77,000,000 construction budget.
12	Progressive Design Build Contract	2	Please confirm the County will hire the 3rd Party Commissioning Agent, and the general contractor will be responsible for commissioning support only.	N	The County will hire the 3rd Party Commissioning Agent directly. The Design-Builder will be responsible for providing commissioning support, including coordination, documentation, and implementation assistance, as required by the contract documents.
13	Exhibit 2 Project Requirements, 1.2(a) Project Goals; Exhibit 2 Work Completion Schedule (Article 17)	2	Exhibit 2, 1.2(a) states Phase 1 will be completed in 14 months. Exhibit 2 Schedule shows 375 days (12.3 Months) to complete Phase 1. Please clarify whether the total Phase 1 duration is 14 Months or 12.3 Months.	N	The County confirms that the intended duration of Phase 1 is 14 months. The 375-day schedule reference in Exhibit 2 is a baseline planning tool and does not alter the contractual Phase 1 duration. The County reserves discretion to adjust milestone dates as necessary to best meet project objectives.
14	The letter to Bidders states a Phase 2 construction cost of \$77,000,000	2	There are specific design criteria, such as parking requirements, which are still in question or which could significantly impact the scope/cost of the Work. Please confirm that either Party can terminate the agreement/proceed with Phase 2 should the Owner and Contractor not be able to arrive at a design and price which align with either party's expectations.	N	Yes, see Section 2.3(e) of the contract. The County may determine not to proceed with requiring the Contractor to submit a Phase 2 Proposal or may reject the Phase 2 Proposal and not proceed to negotiate, agree upon, or execute the Phase 2 Supplement for the Phase 2 Work. If the Parties fail to execute the Phase 2 Supplement after acceptance of the Phase 2 Proposal, the County can exercise an "off-ramp".
15	SOQRFP, Letter of Invitation pg. 3 (PDF pg. 9) Reference_Document_No.2 825 Campus Existing Site Conditions	2	Campus Infrastructure and Parking Enhancements: calls for 179 secured replacement stalls for the Fleet Maintenance Motor Pool, and 265 replacement stalls for the county shared lot. Reference_Document_No. 2 825 Campus Existing Site Conditions: shows an aerial view of the existing site, and several larger sized vehicles are shown at or near the existing Fleet Maintenance Shop. Please clarify if all requested parking stalls (except for the required accessible stalls) are to be standard dimensions (9'x19') or if any larger stall dimensions should be used for oversized vehicles within the required parking counts to accommodate larger vehicles. If any larger vehicle stalls are required, please provide the number and size of any irregular sized vehicles to be included in the parking counts.	N	The County will review and approve the final number, type, and configuration of stalls during Phase 1 to ensure alignment with program requirements, budget, and site constraints.
16	SOQRFP, Letter of Invitation pg 3 (PDF pg 6)	2	Project Description: calls for the DPW campus to include the integration of EV charging infrastructure. Please confirm the total amount of EV charging stations required, or if code code-required minimum EV stall counts should be utilized.	N	The County will review and provide feedback during Phase 1 to ensure alignment with program requirements, budget, and County objectives.
17	Reference_Document_No.2 825 Campus Existing Site Conditions	2	Reference_Document_No.2 825 Campus Existing Site Conditions shows an aerial view of the site, but no distinguishing utility locations above or below grade. Please provide any current utility surveys, topographic maps, or ground penetrating radar surveys that may identify existing site conditions above and below grade for coordination and planning.	N	No current utility surveys have been performed by the County. All required utility surveys, verifications, and related investigations shall be performed by the Design-Builder at its own cost and responsibility.
18	RFI issue not addressed in contract document	2	With the exception of discovery of Hazardous Materials, the Agreement is silent as to Contractor's right to suspend the agreement. In what instance, if at all, may Contractor Suspend the Agreement (i.e. nonpayment, extended suspension period by County at no fault of contractor etc.)?	N	There is no express right for the Contractor to suspend the Work or the contract. Time is of the essence for the performance of the work under the contract and the Contractor's remedy for County's failure to pay is the claim and dispute resolution provisions under the Contract.

No.	Document, section number, and case number.	Category	RFI Questions	Confidential (Y/N) Per Processors	RFI - Answer
19	RFI issue not addressed in contract document	2	Please confirm that in the event of a material breach of contract by County, Contractor may issue a Notice to the County and suspend Work after a 7-day cure period.	N	The County does not intend to make the requested change. Time is of the essence for the performance of Work under the contract and the Contractor's remedy for County's failure to pay is the claim and dispute resolution provisions under the Contract.
20	General	2	Question: Please confirm that listing of subcontractors is not applicable/required for the RFP response.	N	There is no subcontractor listing requirement given the progressive design-build delivery, but Form Vol 1-2.1 - General Certifications must be submitted by all first-tier subcontractors proposing over \$100,000 identified in the Proposer's Proposal.
21	1643-SAMPLE_PDB Contract and ExhibitsDRB: Pages 166-167 Mediation: Pages 167-168 Arbitration: Pages 168-169	2	Section 37.2(b)(i) states that if the parties cannot agree on an Alternative Dispute Resolution (ADR) process, the County will decide which process to use. Does the County have a preference or default choice in determining whether to use a Dispute Review Board, arbitrator, or mediator?	N	The County does not have a preference and will make a determination, should one be necessary, after evaluating the facts on a pending issue. Note that binding arbitration or any other form of binding ADR will not be an option.
22	1643-SAMPLE_PDB Contract and Exhibits	2	Once an ADR process has been selected, will that apply to all future disputes or will there be an opportunity to select a new process based on the characteristics of each dispute? Will the same Dispute Review Board (DRB) panel be used for all DRB disputes once that panel has been selected?	N	If an election is made on one dispute, the County reserves the right to utilize a different process for any subsequent disputes. The same is true for a DRB panel, which in some instances may make sense to utilize the same panel and not in others.
23	1643-SAMPLE_PDB Contract and Exhibits	2	Section 37.2 contemplates a DRB as a potential ADR procedure, but the Contract is silent on whether that DRB panel would take a proactive role from the beginning of the project and be involved in things like DRB meetings, pre-dispute resolution, site visits, etc. Is it the intent of the dispute provision that a DRB panel would only be involved in the dispute process?	N	A DRB would only be formed if a claim or other dispute is referred to the ADR procedures, and a DRB is to be utilized for such ADR. Therefore, the DRB would only be involved in the dispute resolution process. See Section 37.2(b)(i) and (v) of the contract.
24	1643-SAMPLE_PDB Contract and ExhibitsPage 76-78	2	Are the liquidated damages intended to be cumulative? That is, is there a scenario where the County would assess \$1,000 for a delay to one milestone, and another \$1,000 for a delay to a follow-on milestone?	N	Yes.
25	1643-SAMPLE_PDB Contract and ExhibitsPage 115	2	In section 24.6, is it a correct interpretation that concurrent delays are not eligible for a time extension, therefore the County would assess liquidated damages for an inexcusable delay even if it is concurrent with an excusable delay? (NOTE: this is pretty explicitly what the provision says but I think it is worth asking just to focus attention on it)	N	Please see attached Modifications to the Contract Terms document attached as part of this Addendum No.2
26		3	4.7 Price Proposal Table 2 indicates Phase 1 is a Lump Sum Preconstruction Fee and Phase 2 is lump sum dollar amount calculated per week, presumably construction GC's. In the letter of invitation page 4 under project scope it states that "Phase 1 when schematic design and design development and other preconstruction services will be performed, and Phase 2 when construction document development, permitting, and construction work will be performed." Please confirm for the price proposal if Phase 1 should include Design Fees for all of Preconstruction including CD's or just through DD's? If Preconstruction Design fee is only to be through DD's should the Design Fee for CD's be included in the Phase 2-dollar amount calculated per week?	N	Phase 1 is intended to include all Design Work, and Phase 2 is intended to include all Construction Work. See Tasks 5 and 6 under the Phase 1 Statement of Work (Section 3 of Part A, Exhibit 3 of the contract). See also the "Cost Allocation Matrix" in the RFQ's. Therefore, the cost of all Design Work must be included in the Phase 1 Preconstruction Lump Sum Fee.
27	RFQ, RFQ Schedule Page 10	3	The RFQ indicates the "Issue of Notice of Intent to Award (tentative) is November 13, 2025. Can you provide the expected Notice of Proceed date, so we can confidently complete the Key Personnel Statement of Availability.	N	The County anticipates issuing the Notice to Proceed in April 2026, subject to the Board of Supervisors' approval process. Proposers shall commit Key Personnel availability based on this anticipated timeframe.
28	1777-SAMPLE_PDB_Contracts_Exhibits; Section 11.4(i), Page 76, Exhibit 2 Work Completion Schedule Page 1	3	Please confirm that Phase 2 liquidated damages apply to substantial completion, not final completion.	N	See Section 17.4(c)(iv) which provides that the accrual of liquidated damages terminates upon the Contracting Officer's issuance of a Certificate of Substantial Completion or a Certificate of Partial Acceptance.
29	1777-SAMPLE_PDB_Contracts_Exhibits; Section 7.4(g)	3	We respectfully ask the County to indemnify the Contractor team for non-Contractor generated hazardous materials.	N	County Policy 11-05 does not permit indemnification of a contractor. Section 7.4(c) of the contract entitles the Contractor to time and money relief for Hazardous Substances that are not Contractor-Generated Hazardous Substances.
30		3	Are subconsultants able to be on multiple teams or are they limited to one?	N	Subconsultants may participate on multiple proposing teams. It is the responsibility of each proposing team to ensure that such participation does not create a conflict of interest or impair the subconsultant's ability to meet contractual obligations if their team is selected. The County reserves the right to review and approve proposed subconsultant arrangements.
31	Reference_Document_No.2 825 Campus Existing Site Conditions	3	Campus_Existing Site Conditions shows an aerial view of the site, but no distinguishing lot lines or parcel information. 1) Please provide the most recent parcel survey map for review. 2) If no recent survey is available, will a new survey be required from the DB team?	N	Reference Document No. 4 includes a Preliminary Title Report and Parcel Map, which are provided for information only. Any additional surveys, verifications, or related services required to support design and construction shall be the responsibility of the Design-Builder.
32	SOQRFP, Letter of Invitation pg 3 (PDF pg 6)	3	Innovation: States that the DPW HQ will integrate modern systems to meet current operation demands while anticipating future needs. To meet the current and future parking requirements, are there any restrictions from providing underground chambers for stormwater retention basins in order to maximize surface level parking? Will the existing buildings be occupied during construction?	N	The County encourages innovative solutions to meet both operational and parking needs. Underground stormwater retention chambers may be considered, provided they comply with all applicable codes, regulatory requirements, and permitting agency approvals. It shall be the responsibility of the Design-Builder to evaluate feasibility, secure necessary approvals, and incorporate such solutions in a cost-effective manner for County review and approval. Existing buildings on the project site are expected to remain occupied during construction unless otherwise directed by the County. The Design-Builder shall be responsible for planning and implementing design and construction phasing, temporary utility protections, safety measures, and laydown/logistics strategies to ensure uninterrupted County operations throughout the project.
33	SEQUENCE OF WORK	3	Note: If the buildings remain occupied this will add additional design and mitigation measures to ensure utilities to the building remain active. As well as this will impact available construction parking and laydown on site.	N	
34	Offsite Materials	3	Will the County pay for materials on site or stored in a County approved warehouse, but not yet incorporated into the Work?	N	The County will not make payment for materials until they are incorporated into the Work. All costs associated with storing, insuring, and protecting materials prior to incorporation shall be the sole responsibility of the Design-Builder.
34	Material Breach by The County	3	Please confirm that in the event of a material breach of contract by the County, the Contractor may issue a Notice to the County and suspend Work after a 7-day cure period?	N	The County does not intend to make the requested change. Time is of the essence for the performance of Work under the contract and the Contractor's remedy for County's failure to pay is the claim and dispute resolution provisions under the Contract.
35	Contract Section 19.0 LIQUIDATED DAMAGES FOR NONCOMPLIANCE EVENTS	3	Are these milestones on Liquidated Damages cumulative?	N	Under Section 19, liquidated damages for Key Personnel are assessed on a weekly basis, and liquidated damages for general performance and safety are assessed on an occurrence basis. Liquidated damages for delay for the Phase 1 Work are cumulative.
36	Contract Section 21.5 (Warranty on corrected Deficiencies)/21.2 Commencement and duration:	3	Please confirm that the contractor's warranty does not cover normal wear and tear, misuse, abuse, or improper maintenance by the County or third parties.	N	The construction-related warranty only includes that the Work shall be free of Deficiencies (as defined in Exhibit 1 of the contract), and that the Work shall be fit for its intended purpose (as defined in Section 1.2)(ix) of the contract). Normal wear and tear, misuse, abuse or improper maintenance by the County or third parties is not covered under the warranty. See Section 21.1(b)-(c) of the contract.
37	Contract Section 18.1 Partial Acceptance	3	If the event of Partial Acceptance of an area, will County then pay insurance, and utilities of the area that is partially accepted?	N	The Phase 1 Work includes identification of parts of the Phase 2 Work that will be capable of partial acceptance, together with the requirements for partial acceptance and the effect on the Contractor's responsibility for maintenance during construction and its warranty obligations for that portion of the accepted Work. Therefore, this is to be agreed and negotiated by the Parties under Phase 1.
38	RFI issue not addressed in contract document	3	Will the County pay for materials on site, or stored in a County approved warehouse, but not yet incorporated into the Work?	N	The County will not make payment for materials until they are incorporated into the Work. All costs associated with storing, insuring, and protecting materials prior to incorporation shall be the sole responsibility of the Design-Builder.
39	18.1 Partial Acceptance, Section 18.1 Agreement	3	Per 18.1 Partial Acceptance, in the event of a Partial Acceptance by County of any part of the Work at project site occurs, will County then pay impact costs, and/or take over care and control of insurance, and utilities of the area that is partially accepted by the County?	N	Phase 1 includes identification of parts of the Phase 2 Work that will be capable of partial acceptance, together with the requirements for partial acceptance and the effect on the Contractor's responsibility for maintenance during construction and its warranty obligations for that portion of the accepted Work. Therefore, this is to be agreed and negotiated by the Parties under Phase 1.
40	SAMPLE_PDB_Contract;EXHIBIT 3, Section 3.4(i); Page 2 of Exhibit 3	3	Please clarify if the "demolition of the existing building" is part of the PDB team scope of work, or if this will be by others?	N	The published construction budget does not include demolition of the existing building. The County has requested an add alternate, to be performed by the Design-Builder, for the demolition of the existing building located at 825 E. 3rd Street.
41	RFQP; Section 1; Page 2	3	Can the existing DPW HQ building be demolished prior to the start of Phase 2?	N	No. The existing DPW HQ building shall not be demolished prior to the start of Phase 2. If demolition is authorized, it will be performed as an add alternate under the Phase 2 contract, at the County's direction following the completion of the new building.
42	RFQP; Section 1; Page 2	3	Are there future plans for the County properties to the south of the private road?	N	At this time, the County has no specific plans for the properties located south of the private road. Any future use of these parcels will be determined at the County's sole discretion.
43	RFQP; Section 1; Page 2	3	Are there established access routes to maintain the Fleet Maintenance Administration Building operation?	N	Yes. As depicted in the provided reference document #2, established access routes to the Fleet Maintenance Administration Building are located outside the project site boundary. The Design-Builder shall be responsible for maintaining safe and continuous access to Fleet operations throughout construction, including any necessary temporary routing, signage, or phasing measures, subject to County review and approval.
44	RFQP; Section 1; Page 2	3	Does the Fleet Maintenance Administration building manage vehicles south of the private road?	N	Yes.
45	RFQP; Section 1; Page 2	3	Do any of the existing private road access points need to be maintained?	N	Yes. As depicted in the provided reference document #2, established access routes to the Fleet Maintenance Administration Building are located outside the project site boundary. The Design-Builder shall be responsible for maintaining safe and continuous access to Fleet operations throughout construction, including any necessary temporary routing, signage, or phasing measures, subject to County review and approval.

No.	Document, section number, and page number	Category	RFI Questions	Confidential (Y/N) Per Proposer	RFI - Answer
46	RFQP; Section 1; Page 3	3	Will the existing at-grade parking stalls need to remain in operation during the new DPW HQ construction?	N	The County understands that some relocation of existing at-grade parking stalls will be required during construction. The Design-Builder shall be responsible for maintaining adequate parking capacity to support County operations, including identifying and implementing temporary parking solutions as needed. All temporary parking plans are subject to County review and approval.
47	RFQP; Section 1; Page 3	3	Please confirm the project requires 974 parking stalls? (This includes 179 secured stalls for the Fleet Maintenance Motor Pool, 285 stalls for the County shared lot, and 530 parking stalls for the DPW operations.) Noting the 100 secured parking stalls are included within the 530 parking stall count for DPW operations?	N	Confirmed.
48	RFQP; Section 1; Page 3	3	Does the Fleet Maintenance Motor Pool parking have any oversized stall requirements?	N	The County will review and approve the final number, type, and configuration of stalls during Phase 1 to ensure alignment with program requirements, budget, and site constraints.
49	SAMPLE_PDB_Contract; EXHIBIT 2; Page 1 of Exhibit 2	3	To better understand the Milestone 1 work effort, please provide a list of the Owner provided Reference Documents with a description of their level of development.	N	The County has provided all applicable Owner Reference Documents identified in the RFQ. The County makes no representation or warranty as to their completeness or level of development. It is the responsibility of the Design-Builder to review, verify, and supplement this information as necessary to perform the Work.
50	RFQP; Section 1.2(a); Page 6	3	Please describe the County's interior milestone review process, and confirm the estimated review period durations. Will the design-build team proceed into the next phase or work during the Owner review periods?	N	The County's milestone review process will follow the procedures outlined in the contract documents. Review durations are incorporated into the overall project schedule and will be performed in a timely manner to support project progress. Unless otherwise directed by the County, the Design-Builder is expected to continue advancing work during County review periods, including tasks and activities not dependent on review outcomes. The County reserves the right to adjust review durations as necessary to best meet project objectives.
51	RFQP; Section 1; Page 4	3	Who is the County's CEQA consultant? What date do you estimate for the NTP for Phase 2?	N	The County will engage its CEQA consultant following completion of Schematic Design. At this time, the County has not identified or announced the CEQA consultant. The Notice to Proceed for Phase 2 will be issued at the County's sole discretion, following completion of environmental review and other required approvals, though is expected around summer of 2027.
52	SAMPLE_PDB_Contract; EXHIBIT 3, Section 3.4(b); Page 16 of Exhibit 3	3	Task 4 Conceptual Design Deliverables - we understand our scope includes deliverables in support of the CEQA submission. Please provide supplemental list of deliverables if anything is required beyond the deliverables list in this section, so we can right-size our labor needs / fees.	N	The Design-Builder's responsibility for Task 4 Conceptual Design deliverables is limited to those identified in the RFQ and Contract. These deliverables will be used to support the CEQA process. If the County determines that supplemental information or refinements are required, such direction will be provided during the course of the work. The County will engage and manage the CEQA consultant directly.
53	General	3	We understand the project includes Public Art. Should the design-build team include an art consultant or does the Owner have an art consultant?	N	The project includes a public art component. The Design-Builder shall be responsible for incorporating and coordinating the public art as part of the overall project delivery, including engaging an art consultant if needed. The County will provide direction on integration and approval of the final art elements.
54	General	3	Is CASp required for this project?	N	Yes. A Certified Access Specialist (CASp) review is required for this project. The Design-Builder shall be responsible for ensuring compliance with all applicable accessibility requirements under California law, including incorporation of CASp review and certification into the design and construction process.
55	RFQP; Section 1; Page 4	3	Phase 2 commences with the environmental processes (by others) completed prior to and/or concurrently with the completion of Phase 1. With the prospect of Liquidated Damages, is it possible to commence with Phase 2 activities prior to CEQA approval?	N	Phase 2 shall not commence until the CEQA process is complete and approved by the Board of Supervisors.
56	RFQP; Section 1; Page 3	3	Please describe "including offsite improvements" that are associated with this project, such as sidewalk or street improvements outside the property limits.	N	Offsite improvements may include, but are not limited to, sidewalk, curb, gutter, roadway, and utility improvements required by the City of San Bernardino as part of project approvals. The specific scope of such improvements will be determined during Phase 1 in coordination with the City. The Design-Builder shall be responsible for incorporating required offsite improvements into the project.
57	SAMPLE_PDB_Contract; Section 17.4.c.ii, 17.4.c.iv; Page 74	3	Per Section 17.4.c.ii, Liquidated Damages may be assessed on a Milestone. How will the affected time be measured? Per Section 17.4.c.iv, Substantial Completion releases the LD assessment. How will the affected time be measured when assessed on a Milestone?	N	See the Work Completion Schedule in Exhibit 2 of the Contract. Liquidated damages are assessed per day.
58	SAMPLE_PDB_Contract; Section 13.1.a.i; Page 143	3	When is the declaration and plan for Self-Performing due?	N	The initial Subcontractor Bidding & Selection Plan must be provided by the Contractor within 60 days of the initial approach to cost meeting (which meeting must be held no later than 30 days after NTP for the Phase 1 Work). Updated Subcontractor Bidding and Selection Plans must be provided with 90 days of submission of Milestone OPCs.
59	General	3	Does this project fall within the requirements of Skilled and Trained?	N	Yes. This project is subject to the Skilled and Trained Workforce requirements of the California Public Contract Code. The Design-Builder shall be responsible for full compliance, including all subcontractors, and for providing required reporting and certifications. Failure to comply with these requirements may result in penalties or contractual remedies as provided by law.
60	SAMPLE_PDB_Contract; Section 23.3, Page 102	3	Would it be possible to release retention at the end of each phase?	N	See Sections 18.1 and 23.5 of the Contract, which provide for release of a share of retention upon incremental inspections and acceptance of portions of the Work.
61		3	For the Lump Sum Preconstruction fee, can the County confirm the design fee will not require a traffic engineer, elevator consultant, CEQU consultant, directed security sub design fee, or any other specialty designers?	N	The Phase 1 Preconstruction Lump Sum Fee shall include the Proposer's price for all design disciplines and costs required to complete the Phase 1 Work, as determined by the Proposer given the scope of work.
62		3	If the Design-Builder intends to have certain trades, MEP for example, go full design-build under the subcontractor, are we required to carry Design Fee for those subcontractors now or can we negotiate after award? Given that we have not determined the full scope of the building could the County carry an allowance for the Design-Build subcontractors?	N	The Phase 1 Preconstruction Lump Sum Fee must include the costs of all Design Work to be performed during Phase 1 (i.e., including any design support during construction for Phase 2). The County does not intend to carry an allowance for design-build subcontractors.
63		3	Is a full-time dedicated onsite safety manager required or can a Superintendent fulfill that role.	N	A full-time, dedicated onsite Safety Manager is required for this project. The Superintendent may not fulfill this role as the responsibilities of construction supervision and safety oversight must remain separate to ensure effective compliance with all applicable safety requirements.
64	Page 213/215 Sample Contract Exhibit 2 vs Exhibit 3	3	The Phase 1 durations indicated in Contract Exhibit 2 - Work Completion Schedule equate to 64 weeks, whereas in Contract Exhibit 3, 1.2(a) indicated Phase 1 is to be completed within 14 months of Notice to Proceed, which equates to 60 weeks. Please clarify what is to occur during the additional 4 weeks.	N	The County confirms that the contractual Phase 1 duration is 14 months (60 weeks) from Notice to Proceed, or sooner if achievable by the Design-Builder. The 64-week schedule reference in Exhibit 2 is a baseline planning tool to illustrate sequencing and milestone expectations. The County reserves the right to adjust milestone dates as necessary to best meet project objectives.
65	Sample Contract Exhibit 3, 3.4 Task 4 Conceptual Design - Page 229	3	b) Deliverables - we understand our scope includes deliverables in support of the CEQA submission. Please provide supplemental list of deliverables if anything is required beyond the deliverables list in this section, so we can right-size our labor needs / fees.	N	The Design-Builder's responsibility for Task 4 Conceptual Design deliverables is limited to those identified in the RFQ and Contract. These deliverables will be used to support the CEQA process. If the County determines that supplemental information or refinements are required, such direction will be provided during the course of the work. The County will engage and manage the CEQA consultant directly.
66	Sample Contract Exhibit 3 Statement of Work, 3.5 Task 6 Schematic Design - page 232	3	Deliverables indicate (viii) Outline Specifications are required for Task 6 Schematic Design. Would it be acceptable to defer outline specifications as a deliverable under Task 6 Design Development?	N	Outline Specifications are required as part of Task 6 Schematic Design deliverables, as stated in the RFQ and Contract. Updates and refinements to the Outline Specifications may occur during Design Development under Task 6, however, they may not be deferred in their entirety to that phase.
66	Sample Contract Exhibit 3, Statement of Work - page 231,238	3	Several sections of the bid documents reference demolition as part of the scope of work. Our understanding is that all existing buildings on the site have already been demolished. We interpret the remaining demolition scope to pertain solely to infrastructure removal and site preparation activities. Please confirm whether this understanding is correct, and clarify if any additional building demolition is required under this contract.	N	The County confirms that all existing buildings on the site have been demolished, except as noted below. Remaining demolition scope under the contract pertains to infrastructure removal and site preparation activities, as appropriate, for both the Probation and DPW project sites. For the DPW project only, demolition of the existing 825 E. 3rd Street building will be included as an add alternate to be performed following completion of the new building, if directed by the County. No other building demolition is required under this contract.
67	Doc 5 - Page 1 Doc 7 - Page 20 Doc 6 - Page 1 Doc 7 - Page 2	3	Please clarify the project site area. The Reference Document No.5, Project Site- Aerial View issued with the RFQP indicates the entire city block as the project site. Document No.7-Probation Pre-SOQ Conference Presentation_8.13.25 in Addendum 01 shows a red box bisecting the project site in half. Is the project limited to only the eastern half of the site? Will the contractor have access to the entire city block site for layouts and trailers?	N	The project scope is limited to the eastern half of the block, as shown in Addendum 01. The Design-Builder may have access to portions of the site outside the project footprint for layouts, trailers, and staging, subject to County review, coordination, and approval. Final layout and access areas will be confirmed during Phase 1 in alignment with project phasing, operational needs, campus parking needs, and safety considerations.
68	Letter to Bidders, Price Proposal Form, Phase 2 Margin Percentage.	4	The letter to Bidders states a construction cost of \$77,000,000. Price Proposal Form Phase 2 Margin Percentage states a construction cost of \$72,000,000. Please confirm the construction cost is \$77,000,000.	N	The County confirms that the construction cost for the DPW Headquarters project is \$77,000,000. Proposers should use the published construction cost associated with the specific project referenced in their submittals.
69	1777-SAMPLE_PDB_Contracts_Exhibits; Sections 4.5(f) and 5 Pages 28-32	4	Please provide clarification on committee formation and requirements, as well as application of direction from stakeholders.	N	The County does not intend to make any changes to these Sections unless the Proposer can articulate a more specific request.
70	1777-PDB_SOQ_RFQP_Packaging; Section 3.2(a); Page 28	4	Should each volume of the SOQ be placed in a separate three-ring binder or can all three volumes be included in the same SOQ binder with tabs indicating the separate volumes/sections?	N	All three volumes can be included in the same SOQ binder with tabs indicating the separate volumes/sections.
71	Appendix D (Phase 1 Proposal Instructions), Tabs 2.3 and 2.4, page 81,82;	4	The RFQ references Key Personnel requirements in several sections, but does not appear to explicitly enumerate the specific roles or position titles that must be included in the SOQ for either Phase 1 (Preconstruction) or Phase 2 (Construction) of the project.	N	Please see attached Modifications to RFQP-P Terms document attached as part of Addendum No.2

No.	Document, section number, and page number	Category	RFI Questions	Confidential (Y/N) Per Proposers	RFI - Answer
72	Appendix C (Administrative Submittal Instructions), Tab 3.1 (Key Personnel Statement of Availability), page 54;	4	Please confirm or provide a definitive list of the Key Personnel roles and/or position titles that the County requires to be identified and submitted within the SOQ for both Phase 1 (Preconstruction) and Phase 2 (Construction).	N	Please see attached. Modifications to RFQ-P Terms document attached as part of this Addendum No.2
73	SOQ Content Checklists in Appendix B (Summary and Checklist of SOQ Contents), page 50, 51.	4	If there are minimum qualifications, experience requirements, or other criteria for any of these required Key Personnel roles, please specify.	N	Please see attached. Modifications to RFQ-P Terms document attached as part of this Addendum No.2
74	Form of Contract, 5.3 Key Personnel and other personnel, page 28 to 30.	4	If the County expects proposers to identify and include any additional roles beyond those explicitly required, please clarify the County's intent regarding such supplemental positions for both phases.	N	Please see attached. Modifications to RFQ-P Terms document attached as part of this Addendum No.2
75	Appendix D, Section 2.1 & 2.2, pages 80-81	4	Appendix D - Proposal Instructions Section 2.1 and 2.2 Reference Projects: May proposers adjust the layout Form Vol 2-2.1 and Form Vol 2-2.2 to adequately include the requested information, so long as all requested information is clearly marked and answered?	N	Proposers may adjust the layout of Form Volume 2-2.1 and Form Volume 2-2.2 to ensure clarity, provided that all requested information is fully included, clearly marked, and answered in accordance with the RFQ instructions. Any omission of required content may render the submittal non-responsive. The County reserves the right to determine the acceptability of modified formats.
76	Appendix D, Section 2.1 & 2.2, pages 80-81	4	Appendix D - Proposal Instructions Section 2.1 and 2.2 Reference Projects: Is it the correct interpretation of the instructions that the supporting narrative for each reference project listed in Forms 2.2.1 and 2.2.2 may be formatted separately from the forms, and that forms themselves are excluded from the page limit?	N	The page limits apply only to the supporting narrative text. County-prescribed forms are excluded from the page count, provided that all required information is clearly identified and submitted in accordance with the RFQ instructions.
77	Section 3.2.a.ii, page 27	4	Section 3.2.a.ii: Proposers are permitted to use 11" x 17" fold-out sheets for large tables, charts, diagrams, or drawings is permissible. Will these count as 1 page or 2 pages toward the limit?	N	An 11" x 17" fold-out sheet will be counted as one page toward the page limit. These sheets may only be used for large tables, charts, diagrams, or drawings, as specified in Section 3.2.a.ii of the RFQ.
78	General	4	Because the responses are printed, will pages marked "intentionally left blank" for pagination purposes be counted toward the page limit?	N	No. Pages marked "intentionally left blank" for pagination purposes will not count toward the page limit. Proposers must clearly mark such pages to ensure consistent pagination and compliance with the RFQ instructions.
79	Appendix E.2.1/2.3 Form Vol 3-2.1 & Vol 3-2.2	4	Appendix E refers to a form Vol 3-2.1 and Vol 3-2.2. These forms are not in the SOQ documents. Please provide the form Vol 3-2.1 and Form Vol 3-2.2.	N	This form has been uploaded as part of Addendum No. 1.
80	ALL FORMS WITH TABLES	4	Proposal Instructions Section 2.1 and 2.2 Reference Projects: Is it the correct interpretation of the instructions that the supporting narrative for each reference project listed in Forms 2.2.1 and 2.2.2 may be formatted separately from the forms, and that forms themselves are excluded from the page limit?	N	Proposers must use the table in Part 2 of the forms to provide the narrative. The page limit excludes the form itself but applies to the supporting narratives.
81	PAGE COUNT	4	Section 3.2.a.ii (Page 31): Proposers are permitted to use 11" x 17" fold-out sheets for large tables, charts, diagrams, or drawings is permissible. 1) Will these count as 1 page or 2 pages toward the limit? 2) Because the responses are printed, will pages marked "intentionally left blank" for pagination purposes be counted toward the page limit?	N	1) An 11" x 17" fold-out sheet will be counted as one page toward the page limit. 2) Pages marked "intentionally left blank" for pagination purposes will not count toward the page limit. Proposers must clearly mark such pages to ensure consistent pagination and compliance with the RFQ instructions. The page limit does not apply to "tabs" or pages intentionally left blank.
82	Proposal Instructions Section 2.1 and 2.2 Reference Projects	4	Proposal Instructions Section 2.1 and 2.2 Reference Projects: May proposers format the layout Form Vol 2.2.1 and Form Vol 2.2.2 to ensure that there is enough space to provide the requested information, so long as all requested information is clearly marked and answered?	N	No substantive change is permitted to forms attached to the RFQ-P, but proposers are to fill out the blank spaces in forms as appropriate. See RFQ Section 3.2(a)(i).
83	2.4 Key Personnel Resumes	4	In addition to key personnel, may we include information and resumes of supporting staff and disciplines?	N	The proposers may include supporting staff and disciplines information, however, only key personnel's resumes and information will be graded as part of the grading criteria. Information for support staff that a proposer wishes to provide must clearly identify in that information that it support staff as opposed to key personnel.
84	SAMPLE_PDB_Contract; EXHIBIT 2; Page 1 of Exhibit 2 AND SAMPLE_PDB_Contract; EXHIBIT 3; Page 16 of Exhibit 3	4	The Phase 1 durations indicated in Contract Exhibit 2 - Work Completion Schedule equals to 84 weeks, whereas in Contract Exhibit 3, 1.1.2(a) indicated Phase 1 is to be complete within 14 months of Notice to Proceed, which equates to 60 weeks. Please clarify what is to occur during the additional 6 weeks.	N	The County confirms that the contractual Phase 1 duration is 14 months (60 weeks) from Notice to Proceed, or sooner if achievable by the Design-Builder. The 54-week schedule reference in Exhibit 2 is a baseline planning tool to illustrate sequencing and milestone expectations. The County reserves the right to adjust milestone dates as necessary to best meet project objectives.
85	SAMPLE_PDB_Contract; EXHIBIT 3; Section 3.4(a); Page 16 of Exhibit 3	4	Task 4 Conceptual Design Deliverables does not indicate a Basis of Design Report as a deliverable, however Task 5 Schematic Design Deliverables (x) indicates an Updated Basis of Design Narrative. We suggest Concept Design include a Basis of Design Report inclusive of all disciplines as a deliverable	N	A formal Basis of Design Report is not required at the Conceptual Design phase. The Updated Basis of Design Narrative will be provided at the Schematic Design phase as indicated in the RFQ. However, the County would support inclusion of a Conceptual Design Basis of Design, inclusive of all disciplines, if the Design-Builder elects to provide one to facilitate alignment during early design development.
86	Letter of Invitation, pg 1	4	Is it the County's intent that the SOQ be submitted either a) physically or b) simultaneously physically and electronically? It is unclear what the intent of the electronic submission is, if it must also be provided physically.	N	Hard Copies and electronic copies are required. Thumb drive is considered an electronic copy. ePro submission is optional.
87	RFQ 4.5(b)(i)(A) Technical Experience & RFQ 4.5(b)(ii)(B) Project Delivery Method Experience	4	Regarding the 5-8 comparable projects for Technical Experience and Project Delivery Method Experience, does the County want to receive all project information on Forms Vol 2-2.1 and Vol 2-2.2, or can we include additional pages demonstrating finished or in-progress photography of the projects? If allowed, can these photography pages be excluded from the 40 pg. limit for the technical proposal?	N	Proposers must use the tables in Parts 1 and 2 of the forms. There is no restriction on including photography in the supporting narratives in Part 2 of the form, but Part 2 counts towards the page limit.
88	Sample Contract Exhibit 3, 3.4 Task 4 Conceptual Design - Page 229.	4	Task 4 Conceptual Design Deliverables does not indicate a Basis of Design Report as a deliverable, however Task 5 Schematic Design Deliverables indicate an Updated Basis of Design Narrative. Please advise if it is acceptable to include a Basis of Design Report (inclusive of all disciplines) as a deliverable in Concept Design that will be updated in Tasks 5 and 6.	N	The Notice to Proceed for Phase 2 will be issued at the County's sole discretion, following successful negotiation of GMP and Board Approval for Phase 2. The anticipated timeframe is around the summer of 2027.
89	RFQ, Project Description and Project Scope - Delivery Approach and Budget	4	Please describe "including offsite improvements" that are associated with this project; such as sidewalk or street improvements outside the property limits?	N	Offsite improvements may include, but are not limited to, sidewalk, curb, gutter, roadway, and utility work required by the City of San Bernardino as a condition of project approvals. The specific scope of such improvements will be determined during Phase 1 in coordination with the City. The Design-Builder shall be responsible for incorporating all required offsite improvements into the project.
90	RFQ, Key Personnel Resume Required Information and Instructions. - Page 83	4	Some of our proposed Key Personnel are employed by subcontractors who typically interface with prime consultants or other clients, rather than directly with the project owner.	N	Please see attached. Modifications to RFQ-P Terms document attached as part of this Addendum No.2
91	Sample Contract 23.3 - page 102	4	Would it be possible to release retention at the end of each Phase?	N	See Sections 18.1 and 23.5 of the Contract, which provide for release of a share of retention upon incremental inspections and acceptance of portions of the Work.
92	NA	n/a	Is there a demolition plan that is available to see what was done with underground utilities? IE, were they capped, removed, etc	N	No demolition plan is available for the DPW site. The Design-Builder is responsible for reviewing and verifying existing field conditions, including the status of underground utilities, at both sites.
93	1643-PDB_SOQ_RFQ-P Package	n/a	The PDB RFQ-P notes the requirement of Key Personnel but does not provide a definition of the Key Personnel roles. Phase 1 Key Personnel is to be included as part of the Phase 1 Preconstruction Lump Sum Fee. Phase 2 Key Personnel to be listed in the Phase 2 Management Lump Sum Fee. For the purposes of a fair evaluation of Key Personnel, please confirm the following Key Personnel that should be included by all proposers as part of the Evaluation Submission: Phase 1 - Project Manager, Preconstruction Manager, Superintendent, Estimator, Design Manager, Lead Designer and Architect of Record Phase 2 - Project Manager, Superintendent, QC Manager, Architect's Design Manager.	N	Please see attached. Modifications to RFQ-P Terms document attached as part of this Addendum No.2
94			Please describe the County's internal milestone review process. What are the durations for the County reviews? Can we proceed with subsequent design packages during the Owner review periods?	N	The Contract specifies County-related timings throughout. For Contractor-Furnished Documents (as defined in Exhibit 1) which have been designated as requiring the County's review and approval, the County must respond within 30 Days. See Section 12.3 of the Contract.
95			How long will it take to issue an NTP for Phase 2 after the completion of Phase 1?	N	The Notice to Proceed for Phase 2 will be issued at the County's sole discretion, following successful negotiation of GMP and Board Approval for Phase 2. The anticipated timeframe is around the summer of 2027.
96			Is the client interested in all electric project (no gas consumption)?	N	The County has not mandated an all-electric project. The Design-Builder shall evaluate and propose systems that comply with current codes and regulations, align with County sustainability goals, and provide cost-effective long-term operations. All-electric solutions may be considered and will be reviewed with the County during Phase 1.