

**ANSWERS TO SUBMITTED QUESTIONS (3<sup>rd</sup> ROUND)**

Q #	RFP Reference	Question	Answers
1		<p>We discussed off-site improvements during the confidential meeting, but did not specify exactly all the off-site improvements that we should account for in our design fees and target budget GMP estimate. We discussed the bus stops on both sides of Lakeport Blvd. being a part of our scope but did not know the extent of the bus stops. There are a few items in the Meeting Minutes in Attachment 8 with the City of Lakeport that were not yet decided. <b>Can you please clarify which off-site improvements we should include in our scope of services?</b> We can always include allowances for now if there is not sufficient information to fully quantify the off-site work but just need to know which scopes to include in GMP.</p>	<p>In addition to the off-site scope outlined in the Criteria Documents (Sections 3.5 and 3.6 Site Options) and required utility works, provide a four-way traffic light with pedestrian crosswalks and turning arrow lights at the Lakeport Blvd and Larrecou Lane intersection. Include an east bound right turn lane and a west bound left turn lane from Lakeport Blvd leading to the project site. Include this cost in the TGMP under sitework and utilities, line 34 other site construction.</p>
2	Sewer slope	<p>The City of Lakeport email dated August 12, 2022 at 9:46 am states “the design of the sewer system should take into account and not allow more than ¼” of slope per linear foot.”</p> <p>Should the sewer slope be at a minimum ¼” per foot (approx. 2%)?</p> <p>The City of Lakeport standards for Sewer Mains on page A.2 – SD-3 states the minimum permissible slope on sewer main lines shall be 0.4% for 6 inch, 0.30% for 8” and 0.25% for 10 inch. Maximum slope for gravity sewer is 15% or 15 foot per 100’. Further under the City standard specs for service sewers (not mains) we find the following:</p> <p>71-1.05A Grades and Alignment Service sewers shall be run in practical alignment at a uniform slope of not less than ¼ inch per foot toward the main sewer; provided that where it is impractical due to the depth of the main sewer or to the structural features or the arrangement of any building or structure, to obtain a slope of ¼ inch per foot, any such piping may have a slope of not less than 1/8 inch per foot when approved by the Engineer.</p>	<p>The ¼” per foot would apply to 4”. The slope for the other sizes are correctly stated. The DBE should coordinate with the City of Lakeport and all applicable building codes.</p>

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3	OCIP and Builders Risk Insurance in Section 25 of the contract	<p>Regarding the OCIP and Builders Risk Insurance in section 25 of the contract, would it be acceptable to add the following language:</p> <p>DBE and all tiers of subcontractors will be added as named insureds with waiver of subrogation to the Builders Risk policy carried by the owner.</p> <p>In the event they are not amendable to making this consideration, we can approach our GL carrier for a carveout for this project on the OCIP exclusion; however, this is not a request that is typically granted from most carriers. Each subcontractor would need to do the same with their practice carrier and may experience an increased difficulty of obtaining this exception.</p> <p>With the policies written as is, any claim to the COC where subrogation is possible could carry a substantial cost to either or both the DBE and subcontractors.</p>	The DBE is directed to refer to paragraph 25.3.1.17 added via Addendum 7.
4	JCC Drawing Requirements v. State Fire Marshal Phased Permit Documents and the requirements of Pre-GMP vs. Post GMP documentation requirements.	In several portions of the RFP, the JCC documents that Pre-GMP work is limited to SD and DD development and that WD (working documents) are not part of the Pre-GMP documentation deliverable. However, the OSFM Phase 1 permit require documentation be taken to a WD's to obtain permits. The RFP requires a OSFM Phase 1 Permit in order to complete the Pre-GMP phase of work. Please confirm that it is the JCC's intention that the team proceed with WD's during the Pre-GMP phase of work to the extent necessary to obtain the OSFM Phase 1 permit and confirm how this should be addressed in Attachment #1 the price proposal form that does not allow for the inclusion of any WD fees in the Pre-GMP proposal.	Confirmed that OSFM Phase I package is required in Pre-GMP. Include Phase I WD costs in DD fees.

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5	Attachment 2 – Cost Model TGMP & Chapter 21 of the JCC Standards: Life Cycle Cost Analysis	<p>Please confirm how the life cycle cost analysis will be approached given the requirement of the DBE team to meet the TGMP. For instance if an LCCA demonstrates a cost savings benefit to the JCC over the 30 year life cycle in a given building system or design element where the first cost drives the DBE above the TGMP we would expect TGMP to be adjusted up to accommodate the added benefit for JCC or the DBE team will have the discretion to only include such options that fit within the TGMP.</p> <p>Please confirm. The standards would indicate that the best value for the JCC be utilized, but the standards do not take into account a design-build target GMP in this project delivery format. Please provide the JCC templated excel spreadsheet so we can populate one example as part of our proposal submission.</p>	The LCCA analysis is expected to be consistent with the TGMP. See the blank TGMP spreadsheet included in Addendum #7.
6	Agreement 9.7	Please confirm that liquidated damages will be Judicial Council’s sole remedy for Design Build Entity’s delay, and that Judicial Council’s reservation of the entitlement to all other damages in 9.7 (“Liquidated Damages ... shall be cumulative of any and all other damages to which Judicial Council may be entitled, including, without limitation, other actual damages, consequential damages, and economic damages”) is only for non-delay related damages.	The DBE is directed to refer to revised language in Article 9.7 of the Agreement issued via Addendum 7.
7	General Conditions 1.3	The Project could also be impacted by adverse weather that occurs beyond the Project Site, such as weather that interferes with material deliveries and weather at a manufacturer’s facility. We do not have any control over adverse weather that occurs at these other locations, just like we don’t control adverse weather at the Project Site. Will the Judicial Council revise 1.3.3 to apply to all weather that meets the requirements of 1.3.1 and 1.3.2 and that <u>impacts the Project</u> , and not just weather that <u>occurs at the Project Site</u> ?	The Judicial Council will not revise this provision of the Contract Documents. The DBE is directed to the provisions of 18.22.1 and 18.22.2 for the requirements of Compensable Delay and Excusable Delays respectively.

Q #	RFP Reference	Question	Answers
8	General Conditions 1.65.2	<p>“Therefore, any delay, including but not limited to supply chain delay, associated with any Disease, or derivative strain thereof, known to the Parties as of the Effective Date, or any federal, state, or local order relating thereto, shall not be considered a Force Majeure Event.”</p> <p>Please confirm that Force Majeure excludes <u>currently known delays</u> associated with a Disease and <u>not unknown delays</u>, even if those delays are caused by a Disease known to the Parties as of the Effective Date.</p>	<p>The Judicial Council will not revise this provision of the Contract Documents. The DBE is directed to the provisions of 18.22.1 and 18.22.2 for the requirements of Compensable Delay and Excusable Delays respectively.</p>
9	General Conditions 7.2	<p>The list of permissible uses of Project Contingency is short and does not include categories that we expect to see for design-build projects. Contingency should be open for use for any item of work that is a Direct Cost of Work but is not reimbursed under the contract.</p> <p>Will the Judicial Council revise the permissible uses of Project Contingency to include:</p> <ol style="list-style-type: none"> <li>a. Any item of work that is a Direct Cost of Work but is not reimbursed under the contract.</li> <li>b. Correcting or remedying work if the Defective Work was not caused by Design Build Entity’s negligence, including Design Work.</li> <li>c. Weather protection.</li> <li>d. Additional or extended Design Build Entity’s General Conditions.</li> </ol>	<p>The Judicial Council will not revise this provision of the Contract Documents.</p>
10	General Conditions 9.2	<p>Two business days is an extraordinarily short cure deadline. Will the Judicial Council replace with a longer, more reasonable cure period? 7–10 days is typical.</p>	<p>The DBE is directed to refer to the revised period to cure in Article 9.2 issued via Addendum 7.</p>

Q #	RFP Reference	Question	Answers
11	General Conditions 13.1 14.7	In a contract of this magnitude and importance, it is necessary to distinguish between material and non-material contractual requirements. Treating every non-compliance, no matter how minor, as a material breach greatly expands the risk profile because it opens the door for significant legal ramifications and remedies against the Design Build Entity that are far greater than necessary. The legal consequences need to be commensurate with the risk and level of importance. We ask that the Judicial Council recognize the necessity of distinguishing material and non-material requirements and remove the unfair, excessive, and one-sided materiality language in 13.1 and 14.7.	The Judicial Council will not revise provision 14.7 of the Contract Documents. The DBE is directed to refer to revised language in 13.1 issued via Addendum 7.

Q #	RFP Reference	Question	Answers
12	General Conditions 13.3 13.4.2	<p>Design Build Entity will be providing both design and construction services. It is imperative that the contract recognize that Design Build Entity’s design services will be performed in accordance with the applicable Standard of Care and not any other elevated and uninsurable standards. This impacts both our ability to engage quality design professionals and to make sure that the design work is fully insurable. Will the Judicial Council recognize the Standard of Care in 13.3 and 13.4.2 as follows:</p> <p><b>13.3. Quality of Work.</b> All of Design Build Entity’s Construction Work will be completed in a good and workmanlike manner, free of defects and will conform with the requirements of the Contract Documents. Construction Work not conforming to the requirements of the Contract Documents, including substitutions in design or construction not specifically approved or authorized by the Judicial Council in advance, may be considered Defective Work.</p> <p><b>13.4.2.</b> Design Build Entity agrees to: (i) use its best skill and judgment in the performance of the Work of the <del>design,</del> construction, and Commissioning of the Project; (ii) furnish effective and efficient <del>design,</del> construction administration, construction coordination and supervision; (iii) furnish at all times an adequate supply of skilled labor and materials; (iv) use its best skills and expertise to coordinate its Work on the Project; <del>and</del> (v) perform the Construction Work of the Project in the most expeditious and economical manner consistent with the Judicial Council’s best interests and the Project’s purpose and objective, and (vi) perform the Design Work in accordance with the applicable Standard of Care.</p>	DBE is directed to refer to the revisions and additions of subsections 13.3.1, 13.4.1, 13.4.2, 13.4.3 and 13.4.4 issued via Addendum 7.

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13	General Conditions 13.12	We are unable to rely on the information provided to us by the Judicial Council regarding Site conditions. Against this backdrop, we will have no choice but to price in the cost of performing a full evaluation, investigation, and review of all Project Site conditions. The cost of these efforts will ultimately be passed on to the Judicial Council in the form of higher cost proposals. Please confirm that Design Build Entity may rely on the information provided by the Judicial Council, including existing site conditions, geotechnical reports, and subsurface conditions, in order to avoid the cost of these duplicative efforts.	In accordance with 13.12, The DBE is expected to have their own geotechnical engineer in place. Costs for geotechnical services are expected to be carried in the DBE fees.
14	General Conditions 13.12.5	<p>“Design Build Entity shall be responsible for discovering any error, inconsistency, or omission in the Contract Documents or information furnished by Judicial Council.”</p> <p>Design Build Entity is not creating all of the Contract Documents and needs to be able to rely on information furnished by Judicial Council. It is unfair and inappropriate to shift the risk of errors or omissions in that information to Design Build Entity. If this requirement remains in the contract, Design Build Entity will need to engage additional resources to fully revise the Judicial Council’s information, all at an extra expense to the Judicial Council in the form of higher cost proposals.</p>	The DBE is directed to refer to revised language in 13.12.5 issued via Addendum 7.

Q #	RFP Reference	Question	Answers
15	General Conditions 13.16.2	<p>Design Build Entity will be providing both design and construction services. It is imperative that the contract recognize that Design Build Entity’s design services will be performed in accordance with the applicable Standard of Care and not any other elevated and uninsurable standards. This impacts both our ability to engage quality design professionals and to make sure that the design work is fully insurable. Will the Judicial Council recognize the Standard of Care in 13.16.2 as follows:</p> <p>13.16.2. If Design Build Entity’s Design Work involves Errors and Omissions, or if Design Build Entity’s Preconstruction Services, and/or Construction Work involves an error(s), inconsistency(ies), or omission(s), or deficiency(ies), including, without limitation, Errors and Omissions, Design Build Entity agrees to correct the same at no additional cost to the Judicial Council consistent with the Contract Documents; provided, however, this provision in no way limits the liability of Design Build Entity, or any remedy available to Judicial Council, under the Contract Documents, the law, and in equity.</p>	<p>DBE is directed to refer to the revisions and additions of subsections 13.3.1, 13.4.1, 13.4.2, 13.4.3 and 13.4.4 and 13.12.5 issued via Addendum 7.</p>



Q #	RFP Reference	Question	Answers
16	General Conditions 13.17.1	<p>Design Build Entity will be providing both design and construction services. It is imperative that the contract recognize that Design Build Entity’s design services will be performed in accordance with the applicable Standard of Care and not any other elevated and uninsurable standards. This impacts both our ability to engage quality design professionals and to make sure that the design work is fully insurable. Will the Judicial Council recognize the Standard of Care in 13.16.2 as follows:</p> <p>13.17.1. <u>Complete Design</u>. Subject to the Standard of Care, all Design Work will be complete, coordinated, and accurate, and shall enable Design Build Entity to achieve Final Completion of the Project for the Total Contract Amount. <del>As a result, no “betterment” or “added value” defense shall apply to any claim by the Judicial Council against Design Build Entity in any way related to Design Build Entity’s Work preparing Drawings or Technical Specifications.</del> Design Build Entity shall at all times comply with the Contract Documents in the performance of the Design Work.</p>	The Judicial Council declines to make the requested revision.
17	General Conditions 13.24.2.6	Design Build Entity cannot waive claims brought by parties who are not signatories to this agreement or a subcontract under this agreement (or officers, managers, employees of those signatories), including: participants, relatives, children, spouse, partner, household members, family members, and “any other person tracing exposure or illness to Design Build Entity”. Will the Judicial Council revise the list to only include Design Build Entity and the parties it controls or for whom it is responsible (e.g., staff, employees, guests, invitees, volunteers, agents, consultants, and Subcontractors)?	Correct reference is 13.20.2.6. The DBE is advised of the deletion of paragraph 13.20.2.6. issued via Addendum 7.

Q #	RFP Reference	Question	Answers
18	General Conditions 13.25.4	<p>It is not appropriate for Judicial Council to have the right to veto name changes or organizational restructurings. Design Build Entity needs to retain control over its name and structure. Will the Judicial Council revise this provision to say:</p> <p>13.25.4. <u>Notice of Name Change</u>. If Design Build Entity intends to make any change in its name or form of organization, Design Build Entity <del>must first</del> will notify Judicial Council of the change. <del>Judicial Council shall determine if Design Build Entity's intended change is permissible while performing the Work under the Agreement.</del></p>	The Judicial Council will not revise this provision of the Contract Documents.
19	General Conditions 18.22.1	<p>This section uses vague “may be extended” language to describe Design Build Entity’s entitlement to a time extension and compensation. Design Build Entity requires definitive confirmation that it will get a time extension and compensation if it proves a Compensable Delay under 18.22.1.</p> <p>Please confirm that the Contract Time <u>shall</u> be extended and compensation <u>shall</u> be provided to Design Build Entity for all delays that Design Build Entity demonstrates meets the requirements in 18.22.1.</p>	The DBE is directed to the revision in 18.22.1 issued via Addendum 7.
20	General Conditions 18.22.1.6	The Compensable Delay provision does not address actions or inactions of Judicial Council that impact Design Build Entity’s timely execution of the Work. If Judicial Council (or anyone for whom Judicial Council is responsible) interferes with the Work for any reason, it should be a Compensable Delay. Please revise this provision to acknowledge that Design Build Entity will be compensated for all delays caused by the actions or inactions of Judicial Council, its employees, or anyone else for whom Judicial Council is responsible that impact Design Build Entity’s timely execution of the Work.	The DBE is directed to the revision in 18.22.2 issued via Addendum 7.

Q #	RFP Reference	Question	Answers
21	General Conditions 18.22.2	<p>This section uses vague “may be extended” language to describe Design Build Entity’s entitlement to a time extension. Design Build Entity requires definitive confirmation that it will get a time extension if it proves an Excusable Delay under 18.22.2.</p> <p>Please confirm that the Contract Time <u>shall</u> be extended for all delays that Design Build Entity demonstrates meets the requirements in 18.22.2.</p>	The DBE is directed to the revision in 18.22.2 issued via Addendum 7.
22	General Conditions 22.1 25.3.2.5	What are Judicial Council’s intentions for builder’s risk insurance and coverage for losses due to earthquake, flood, and named storm? If Judicial Council is providing builder’s risk without coverage for these losses, then please confirm that Design Build Entity is released from, and not responsible for, losses caused by earthquake, flood, and named storm.	Under Article 25.3.2.5 in Exhibit A (General Conditions) of the Form Agreement, Judicial Council will provide Builder’s Risk Insurance through its OCIP, which will not include earthquake, or flood. There is coverage under the policy for named storm. The DBE should decide if they would like to purchase additional coverage.
23	General Conditions 23.2.1 23.3.1	Please confirm that the 2-year guarantee period established in 23.2.1 is the same as the Guarantee to Repair Period established in 23.3.1.	Yes, the guarantee period and guarantee to repair period are the same period.
24	General Conditions 23.3.2	A 2-year Guarantee to Repair Period with the possibility of extending beyond 2 years is not standard in the market. The long period with an extension beyond the initial 2 years will carry an additional cost premium and may reduce the number of subcontractors who are willing to bid on the Project. Will the Judicial Council remove the language extending the Guarantee to Repair Period beyond the 2 years established in 23.3.1 to maximize the subcontractor pool?	Judicial Council will not revise this provision of the Contract Documents.
25	General Conditions 29.6.1	This provision contains a one-way waiver of consequential damages in which Design Build Entity is waiving its consequential damages against the Judicial Council. The lack of a mutual waiver of consequential damages may reduce the number of subcontractors who are willing to bid on the Project. Will the Judicial Council insert a mutual waiver of consequential damages with an appropriate carveout for liquidated damages for delay that have been agreed to by the parties?	Judicial Council will not revise this provision of the Contract Documents.

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26	Exhibit I	<p>California dictates the contents of lien waivers by statute. This one does not comply with the statute (Cal. Civ. Code § 8132). It is missing the following carveout:</p> <p>“(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.”</p> <p>Will the Judicial Council revise the waiver to comply with California statute?</p>	Reference the revised language in Exhibits I and J issued via Addendum 7.
27	Add 5 - Attachment 7 8. Liquidated Damages	Please provide the proposed Liquidated Damage amounts for each work Phase.	The LDs for the project are defined in the RFP.
28	Agreement 7.2.1; RFP Attachment 2, Add 5, page 2, Section 1.2.2 and page 3, line item 37. RFI #9 Response	As a follow up to the response to RFI #9 and follow up conversations during the confidential meeting on August 29th, it was discussed that once the GMP is agreed upon, the GMP will be converted to a Lump Sum. The Lump Sum will include the Project Contingency as outlined in the RFP. Additionally, the GMP/Lump Sum will include 2% E&O (Design Contingency) in each trade line items as outlined in on the TGMP/GMP Preparation Form for the evolution of the design during the Working Drawings process. This 2% E&O (Design Contingency) included in the GMP/Lump Sum will be utilized at the sole discretion of the DBE.	The 2% contingency included in the trade line items is for errors and omissions and may cover design contingency at the discretion of the DBE. Use of the 2% E&O is at the sole discretion of the DBE and any savings can be retained by the DBE. Any cost overrun is also the sole responsibility of the DBE. “Lump Sum” is not a contractually defined term; the term GMP should be used to refer to the cost of construction amount.
29	Addendum #5 RFP 7.3.4.5	Currently the RFP identifies 4 specific listed trade partners (MEP & Foundation) and an additional 2 listed trade partners at the DBE’s option. If one trade partner is anticipated to perform the Mechanical and Plumbing scopes, please confirm that it is acceptable to utilize that listing spot for another trade partner. If not, we would like to request that at least one additional trade partner listing (DBE discretion) be allowed for a total of seven to help the team with design development and schedule.	This is not acceptable and no additional trade partners are to be listed.
30	Addendum #5 RFP 2.8.4	Please confirm that there will not be a Project Labor Agreement (PLA) implemented for the New Lakeport Courthouse Project. All other Prevailing Wage & Skilled and Trained Workforce Requirements will apply as outlined in the documents.	No project labor agreement will be implemented.

Q #	RFP Reference	Question	Answers
31	RFI Response #5, Add 3 – Attachment 7 Agreement 1.14 Page 19	The response to RFI #5 directs us to the OCIP manual. Unfortunately, this section is an overview of the policy. In an effort to ensure that complete Builders Risk coverage is provided, we once again kindly request that the JCC please provide copy of the actual Builder’s Risk Policy.	See the Builder’s Risk Policy included in Addendum 7.
32	Attachment 9, page 7 schedule	The schedule dates on page 7 of Attachment 9 do not align with the dates issued in Addendum #5. Please confirm that the dates in Addendum #5 are to take precedence.	Schedule on page 7 of Attachment 9 has been removed in Addendum 7. The dates published in Addendum 5 are still current.
33	Attachment 7 Sample Agreement 15.2.2.3	Cost Loading of the Project Schedule and monthly Schedule of Values billings are typically difficult to reconcile. We suggest removing the cost and resource requirements from this section.	Cost loading of the schedule is required.
34	Attachment 7 Sample Agreement 15.2.2.6.4	This section indicates that all material procurement items over 60 days need to have a separate activity in the project schedule. In the current environment, this would include all procurement activities. In lieu of convoluting the Project Schedule, our team proposes to utilize the Transmittal & Delivery Schedule to track these items. Please confirm this is acceptable.	DBE is directed to refer to revised definition of 120 days for long lead items issued in Addendum 7 (15.2.2.6.4 of General Conditions and 1.9.F.8 of Section 01 32 16).
35	Attachment 7 Exhibit A 13.19.13.3 Attachment 9 01 Specification 013216	This specification section requires the DBE to employ/retain a Schedule Manager. Based on the size of the project, our team does not believe that a full-time scheduler would be required. The scheduling responsibilities would fall to the superintendent. Please confirm that this is acceptable in an effort to minimize costs for the JCC.	Refer to 13.14.13. 3 for requirements of scheduler. Full time not required. Superintendent cannot be scheduler.
36	Attachment 9 01 Specification 01 35 54	The BIM specification identifies LOD 500 as a requirement of the project. Typically, LOD300/400 meets the requirements of the facility personnel after the completion of the construction project. LOD 500 is an expensive and we’d like to confirm that this would be a requirement of the project and to include costs for this work effort.	LOD 500 as defined in Specification Section 01 35 54 is required.
37	Attachment 7 Sample Agreement 15.2.2.9.7	Please confirm that Public Safety Power Shutoff (PSPS) will be considered an adverse weather event?	PSPS shall not be considered adverse weather; however, it may be cause for excusable delay. Reference 18.22.2 for excusable delay requirements.

38	Addendum 3 – Attachment 7, Agreement 25.3.2.5, RFI #6 Response	<p>The answer to RFI #6 indicates that the Judicial Council will not provide earthquake coverage at this time. Additionally, the response to RFI#4 does not confirm if California Public Contract Code Section 7105 applies to this project.</p> <p>In the absence of language specifically releasing the Design Build Entity of all liability associated with earthquake damage, the Owner must agree to add language to the contract that California Public Contract Code Section 7105 applies to the project. The Design Build Entity will then purchase coverage for earthquake risk in compliance with California Public Contract Code Section 7105 covering the 5% gap. Section 7105 limits a Design Build Entity’s responsibility for damage in excess of 5% of the contracted amount for damages caused by an act of God, which is defined as an earthquake above 3.5 on the richter scale. Section 7105 reads as follows:</p> <p>(a)Construction contracts of public agencies shall not require the contractor to be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5 percent of the contracted amount, provided, that the work damaged is built in accordance with accepted and applicable building standards and the plans and specifications of the awarding authority. However, contracts may include provisions for terminating the contract. The requirements of this section shall not be mandatory as to construction contracts financed by revenue bonds. This section shall not prohibit a public agency from requiring that a contractor obtain insurance to indemnify the public agency for any damage to the work caused by an act of God if the insurance premium is a separate bid item. If insurance is required, requests for bids issued by public agencies shall set forth the amount of the work to be covered and the contract resulting from the requests for bids shall require that the contractor furnish evidence of satisfactory insurance coverage to the public agency prior to execution of the contract.</p>	<p>The Judicial Council of California is not bound by the Public Contract Code therefore the section stated is not applicable. The DBE should decide if they would like to purchase additional coverage.</p>
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		<p>(b)For the purposes of this section:</p> <p>(1)“Public agency” shall include the state, the Regents of the University of California, a city, county, district, public authority, public agency, municipal utility, and any other political subdivision or public corporation of the state.</p> <p>(2)“Acts of God” shall include only the following occurrences or conditions and effects: earthquakes in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.</p> <p>Please confirm that the JCC will release the Design Build Entity of all liability associated with earthquake damage or add language to the contract that California Public Contract Code Section 7105 applies to this project.</p>	
39	Request for Proposals, 7.3.3.3 Qualifications of Key Personnel	7.3.3.3.1.4 states the Proposer is to include a resume for the Project Engineer. Our interpretation of the Project Engineer is each Engineer of Record. Please confirm this is correct.	Provide resumes for the Engineers of Record as listed under 7.3.3.3.1.
40	Request for Proposals, 7.2 Format of Technical Proposal	It is stated the Technical Proposal is not to exceed seventy-five (75) pages, and that the Preliminary Rendering shall not be included in this page count. Can the resumes of the Design Build Team members' key personnel also be excluded from the 75 page limit?	No
41	Addendum 4 Draft Geotechnical Investigation by Langan dated 5 March 2015 and Supplemental Geologic Reconnaissance dated 14 January 2022	Addendum 4 included a draft geotechnical investigation by Langan dated 5 March 2015 and a supplemental geologic reconnaissance dated 14 January 2022. Of note, reference is made to a Fugro-William Lettis & Associates (FWLA) 2010 study regarding geologic hazards and screening including a moderate potential for fault rupture. Langan’s report is inconclusive regarding fault rupture. Can the JCC provide the FWLA 2010? If the FWLA study is not available, please confirm the Design-Builder will be required to perform further site investigation and deep fault trenching that may require shoring. If further investigation is required please confirm this can be part of our pre-construction fees.	A fault rupture report was issued in Addendum 6. No further information is provided. This report is for reference only and the DBE will conduct their own geotechnical investigation.