

**ADDENDUM NO. 1
NARRATIVE**

Design Build Entity for the New Fort Ord Courthouse

Judicial Council of California
455 Golden Gate Avenue, 6th Floor
San Francisco, CA 94102

October 7, 2025

1. PART 1 – GENERAL

- 1.1 THE FOLLOWING REVISIONS AND/OR CLARIFICATIONS SHALL BE MADE TO THE SOLICITATION REQUIREMENTS AND DOCUMENTS. REVISE AND AMEND THE DOCUMENTS FOR THE ABOVE-NAMED SOLICITATION IN ACCORDANCE WITH THIS ADDENDUM.
- 1.2 ALL SOLICITATION REQUIREMENTS AND DOCUMENTS SHALL APPLY TO THIS ADDENDUM AS ORIGINALLY INDICATED IN THE APPLICABLE PORTIONS OF THE DOCUMENTS, UNLESS OTHERWISE MODIFIED BY THIS ADDENDUM.

2. PART 2 – SOLICITATION DOCUMENTS

- 2.1 The following items are issued as revised Request for Proposals (RFP) documents (note: the RFP and all attachments are posted to the RFP website as separate documents):
 - 2.1.1 See “***Request for Proposals (RFP) for Design Build Entity ADDENDUM No. 1,***” 23 pages, which revises the following:
 - 2.1.1.1 ADDS the following last paragraph of subsection 2.8.4 of section 2.8 (*Prevailing Wage & Skilled and Trained Workforce Requirements*) in order to indicate the required implementation of a Project Labor Agreement for the Project:
 - 2.8.4. The successful Design Build Entity and its Subcontractors at every tier shall use a skilled and trained workforce at minimum percentages, as defined in Public Contract Code section 2601 and required by Government Code section 70398.3(c)(1), to perform all work on the Project that falls within an apprenticeable occupation. The selected Design Build Entity shall provide Monthly Compliance Reports demonstrating compliance by itself and its Subcontractors at every tier with the skilled and trained workforce requirements as prescribed by Public Contract Code sections 2601 and 2602 and Government Code section 70398.3(c)(1) (collectively, “SWF Statutes”), as well as the General Conditions. The Judicial Council recommends that Design Build Entities review the SWF Statutes and the “Skilled and Trained Workforce Requirements” section of the General Conditions.

NOTE: Notwithstanding the foregoing or anything to the contrary, the Judicial Council intends to implement and require the selected Design Build Entity to enter into a Project Labor Agreement (“PLA”) for the Project pursuant to Government Code section 70398.3(c)(2)(C). See Government Code § 70398.3(c)(3); Public Contract Code § 2500(b)(1). The PLA will require the Design Build Entity to provide a “skilled and trained workforce” for the Project and the Design Build Entity consequently will not be subject to certain reporting requirements of the SWF Statutes.

- 2.1.1.2 REVISES certain Dates of the Scheduled Activities listed in RFP section 4 (*Schedule of Events*) including items 8 (interviews), 9 (ranking announcements), and 11 (notice of intent to award announced).
- 2.1.1.3 REVISES the titles of the Key Personnel listed in RFP subsection 7.3.3.3.1 of section 7.3.3.3 (*Qualifications of Key Personnel*) in order to align and match those used in the Request for Qualifications (RFQ), and ADDS the Key Personnel title of “Scheduling Manager” as subsection 7.3.3.3.1.13.
- 2.1.1.4 REPLACES RFP subsection 8.6.1.2 of section 8.6 (*Interviews*) in its entirety with the following in order to clarify the required presenters for the interview in alignment with the titles referenced in the RFQ and with this Addendum’s revisions to subsection 7.3.3.3.1, above:

8.6.1.2. Presenters at the interview are required to be the Key Personnel the Design Build Entity identified in the Design Build Entity’s Statement of Qualifications from the RFQ including the Design Build Entity’s Contractor Project Executive, Architect Project Executive, Contractor Project Manager, Architect Project Manager, Contractor Design Work Manager, Project Architect, Lead Cost Estimator, and Project Site Superintendent.

- 2.1.2 See “***Attachment 2, Target GMP/GMP Preparation Form (Editable Version) ADDENDUM No. 1,***” 1 page, which revises the following:

- 2.1.2.1 REPLACES the editable version (but not the instructions) of RFP Attachment 2 in its entirety in order to correct the following:

- 2.1.1.2.0 Enters a formula in Cells I45 and L45 to calculate the Project Contingency at 3% of the Subtotal Building & Sitework amount, and locks the cell from editing.

- 2.1.1.2.1 Corrects the formula in cells J58 and M58 to reflect an accurate cost per square foot (\$/SF).

- 2.1.3 See “***Attachment 7, Sample Agreement ADDENDUM No. 1,***” 223 pages, which revises the following:

- 2.1.3.1 ADDS the following as section 20 (*Project Labor Agreement (PLA)*) to the Agreement in the Sample Agreement, and renumbers the subsequent sections:

20. Project Labor Agreement (PLA). Prior to the commencement of the Project’s Construction Work, the Design Build Entity shall enter into a Project Labor Agreement for the Project with the applicable county trades council where this Project is located. Design Build Entity specifically acknowledges and understands that it and all applicable Subcontractors shall perform the Work of this Agreement in compliance with all applicable provisions of the PLA.

- 2.1.3.2 ADDS the following definition of Project Labor Agreement as section 1.128 (*Project Labor Agreement*) to Exhibit A (*General Conditions*) in the Sample Agreement, and renumbers the subsequent sections:

***1.128. Project Labor Agreement.* The terms “Project Labor Agreement” or “PLA” mean a project labor agreement in compliance with Government Code section 70398.3(c)(2)(C) as defined in Public Contract Code section 2500(b)(1).**

- 2.1.3.3 ADDS the following as section 27.10 (*Project Labor Agreement*) to Exhibit A (*General Conditions*) of the Sample Agreement, and rennumbers the subsequent sections:

27.10 Project Labor Agreement. *In addition to the prevailing wage requirements herein and the applicable provisions of the Labor Code, the Design Build Entity and all its applicable Subcontractors must comply with the PLA, which must be fully executed prior to the Construction Work's commencement.*

- 2.1.3.4 REPLACES subsection 13.4.1 of section 13.4 (*Standard of Care*) of Exhibit A (*General Conditions*) of the Sample Agreement in its entirety to add the last sentence as follows:

13.4.1. For all non-Construction Work, including Design Work and Preconstruction Services, the standard of care of architects, professional engineers, or other professionals performing that scope of the Work. *Notwithstanding anything contained in this Agreement to the contrary, the foregoing standard of care set forth in Section 13.4 as clarified by this Section 13.4.1 shall govern the services provided by Design Professional.*

- 2.1.4 See “**Attachment 9, Performance Criteria Document ADDENDUM No. 1,**” 2,393 pages, which revises the following:

- 2.1.4.1 Corrects Performance Criteria, section 5.5.1 CTCFS Additions/Restrictions/Deviations Matrix – Structural, subsection 5.5.1.4 to REPLACE ASCE 7-16 with ASCE 7-22 and to DELETE the evaluation of ASCE 7-22 against that provided for in ASCE 7-16, REPLACING with, “The seismic design shall be based on the ASCE 7-22 Standard as required by the 2025 CBC.”
- 2.1.4.2 Corrects Performance Criteria, section 5.5.1 CTCFS Additions/Restrictions/Deviations Matrix – Structural, subsection 5.5.1.5 to DELETE “The DBE may use these new standards subject to the approval of the AHJ through the Alternate Methods of Compliance (AMC) process” because the referenced standards are adopted by the 2025 CBC.
- 2.1.4.3 ADDS a new Performance Criteria subsection 5.8.1.5 to section 5.8.1 CTCFS Additions/Restrictions/Deviations Matrix – Electrical to require a diesel emergency generator for the Project and to provide that uninterruptible power supplies (UPS) are additionally required in accordance with the 2023 CTCFS and the current building code.

END OF ADDENDUM NO. 1 NARRATIVE