

ANSWERS TO SUBMITTED QUESTIONS - ROUND 3 (QUESTIONS 43 - 72)

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
43	Is the project required to conduct and LCA for carbon, water, ozone depletion, smog? Or is the project required to conduct and LCCA with considerations to the other parameters?	In attachment 9, Chapter 1A paragraph 2 Life Cycle Analysis, "Whole-building life cycle assessment should be conducted, including operating energy, showing that the building project achieves the code-required percentage improvement for at least four impacts—including climate change, stratospheric ozone depletion, photochemical oxidants (smog), and water conservation—when compared to a reference building of similar size, function, complexity, and operating energy performance, and that it meets current California Energy Code requirements, at a minimum."	Both a whole-building life cycle assessment (LCA) and life cycle cost analysis (LCCA) are required to be conducted for the Project to both refine the design, verifying achievement of sustainability and energy efficiency goals utilizing whole-building energy modeling (LCA) and comparing various options (or alternatives) for an item, system, or facility to assess economic impacts over the whole life of each alternative (LCCA). See RFP Attachment 9 (Performance Criteria), Appendix A.1 (2023 CTCFS) sections: --1.A (Life Cycle Cost Analysis) subsection 2; --1.D (Sustainable Design) subsection 2.1, Item g; --13.B (HVAC Criteria) subsection 3.1 (System Requirements), Item a.; --15.A (Objectives) Item e.; and --Tool T1 (Life Cycle Cost Analysis) in its entirety, including but not limited to T1.B (Principles), subsection 9 (LCCA Study Requirements) which describes that LCCA studies are required for the major systems and components of court facilities that are energy and maintenance sensitive. See also Table T1.3 for general guidance on the number of studies to be conducted based on the size of the courthouse. The number of studies required is determined on a project-by-project basis with direction from the Judicial Council.
44	Confirm the 15% increased energy efficiency requirement is valid under the T-24 2025 version of the code. Can the PV and BEES systems be accounted for in the 15% increased energy efficiency?	In attachment 9, Chapter 1D paragraph 1 Sustainable Design, "All projects shall target 15 percent increased energy efficiency and 12 percent increased water conservation levels as compared to the minimum requirements of Title 24."	The 15% increased energy efficiency stated in RFP Attachment 9 (Performance Criteria), Appendix A.1 (2023 CTCFS) section 1.D, Item 1, is a target. The PV and BESS systems may be accounted for in pursuing the stated target.
45	Confirm that the 15% increased energy efficiency is a requirement or if it is a reach goal.	In attachment 9, Chapter 1D paragraph 1 Sustainable Design, "All projects shall target 15 percent increased energy efficiency and 12 percent increased water conservation levels as compared to the minimum requirements of Title 24."	The 15% increased energy efficiency stated in RFP Attachment 9 (Performance Criteria), Appendix A.1 (2023 CTCFS) section 1.D, Item 1, is a target.
46	Confirm if the 12% water conservation requirement is compared to the 2025 Calgreen flow rates.	In attachment 9, Chapter 1D paragraph 1 Sustainable Design, "All projects shall target 15 percent increased energy efficiency and 12 percent increased water conservation levels as compared to the minimum requirements of Title 24."	The 12% increased water conservation level stated in RFP Attachment 9 (Performance Criteria), Appendix A.1 (2023 CTCFS) section 1.D, Item 1, is a target.

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
47	Confirm if additional backup power is required beyond the backup power provided under the BEES requirements (500kW, 500kWh). For example is a diesel generator required? What are the systems that require backup power?	In the 2022-06-19 Risk Assessment Ft Ord (UPDATED 7.26.2022).pdf, there are two requirements under the Mechanical, Electrical and Fire Protection Systems table: "Locate main and backup systems as far apart from each other as possible (a minimum of 50 feet)" and "Provide redundancy of critical systems."	The BESS, as described in RFP Attachment 9 (Performance Criteria) section 5.8.1 (<i>CTCFS Additions / Restrictions / Deviations Matrix - Electrical</i>), Item 5.8.14 is intended to provide peak shaving, load shifting and resilience, and will only provide 15 minutes of backup power during short utility outages to non-fire life safety services. Emergency and Standby Power are to be provided by a diesel generator with fuel belly tank in accordance with the RFP Attachment 9 (Performance Criteria), Appendix A.1 (2023 CTCFS) sections 15.A (<i>Objectives</i>) Item.a. and 15.C (<i>Emergency and Standby Power Systems</i>) Item 1. (<i>General Requirements</i>). See also Addendum No. 1.
48	Are there any EV charger requirements beyond what is required by Calgreen 2025.		EV chargers are required in accordance with both CalGreen and the California Building Code, Chapter 11B (<i>Accessibility to Public Buildings, Public Accommodations, Commercial Buildings and Public Housing</i>).
49	Please clarify the intended program for the unreferenced space on Level 3, directly east of the public elevators. The plans do not note a program for this area. Based on the program document, we assume it is reserved for Court Reporter offices/court operations.	Attachment 9 Performance Criteria Document - Section 4 Architectural Program - Exhibit 4-3: Third Floor relationships program diagram.	<p>Exhibit 4-3 is a relationship diagram and does not have a directional "north" or public elevators located. The Third Floor of Exhibit 4-9 (<i>Blocking + Stacking Concept Plan</i>) defines the referenced space as "Support Areas." The relationship diagrams and block + stack concept are included in the Performance Criteria to communicate the functional organization and relationships of the spaces within the courthouse. These exhibits are not intended to be a detailed floor plan of all spaces as the development of such will be the responsibility of the Design Build Entity during validation and the Schematic Design phases of the Project.</p> <p>With respect to the question, the Level 3 spaces that are not specifically called out in either Exhibit 4.3 or 4.9 are identified in Attachment 9 (Performance Criteria), 4.1.3 Space Program matrix within the 3rd Floor column and, from the Space Program matrix, the unreferenced space on Level 3 may include the following:</p> <ul style="list-style-type: none"> --3.03 Judicial Council Secretary Workstation; --3.04 Courtroom Clerk Workstation; --3.05 Courtroom Clerk Copy/Supply/Workstation; --3.06 Chamber Waiting/Reception; --4.0.1 Court Reporter Workstations; --4.0.2 Interpreters Shared Office; --8.0.7 CLETs Terminal Room; --8.0.13 3rd Floor IDF Room; and --12.0.3 Staff Break Room. <p>The unreferenced space will additionally include CGSF grossing to accommodate circulation, interior walls, and structural members as well as BGSF grossing which may include public and staff restrooms, janitor closets, electrical rooms, mechanical shafts, circulation, etc.</p>

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
50	7.3.5.1.1 states that the DBE may also submit detailed or supporting documentation to support the analysis. Please confirm whether the supporting documentation may be excluded from the 75-page limit referenced in Section 7.2.1.	7.3.5.1.1 The Target GMP is the sum the Judicial Council has identified to complete Construction Work, which may be adjusted during this solicitation process and during the Project as set forth in the Contract Documents. The Target GMP breakdown is provided in the TGMP/GMP Preparation Form (Attachment 2) using Unifomat organization. The Design Build Entity shall perform a cost analysis of the Target GMP to confirm the Target GMP is achievable and submit the analysis as part of this Tab 5. The Design Build Entity shall identify a value for each Unifomat system and submit their findings in a form identical to the TGMP/GMP Preparation Form (Attachment 2). The Design Build Entity may also submit detailed or supporting documentation to support the analysis.	Yes, the supporting documents may be included as an Attachment to the Design Build Entity's Proposal and may be outside of the 75-page limit.
51	Exhibit A, Section 1 - 1.3.2 outlines the methodology for calculating unanticipated weather days. The project site in Seaside experiences frequent fog and high humidity, particularly from May through September. These conditions can significantly impact construction activities such as welding, roofing, and other operations that require dry environments. Given that NOAA does not track precipitation from fog, and fog-related moisture can render certain work infeasible, how should adverse weather days caused by fog events be accounted for in the calculation of unanticipated weather delays during critical construction phases?	Exhibit A, Section 1 - 1.3.2 of Attachment 7 (Sample Agreement)	RFP Attachment 7 (Sample Agreement), Exhibit A (<i>General Conditions</i>), section 1.3 (<i>Adverse Weather</i>) provides that, for fog events to be considered Adverse Weather, the fog event must satisfy the following conditions: "Unusually severe ... fog conditions in excess of the norm for the location and time of year it occurred, <u>as determined by sources mutually agreed to by Judicial Council and Design Build Entity</u> ... Unanticipated and beyond what is considered as normal inclement weather at the Project location for the last 10 years . . . [and] Occurring at the Site." (Emphasis added.) If the example sources are inapplicable (i.e., NOAA), the Parties are to reach mutual agreement on the classification of the fog event.
52	In order to maintain the minimum courtroom ceiling height of 12'-13' (per Table 2.1), please confirm if it acceptable to increase the floor-to-floor height from 14'-16' (per 11.D 1.3) to 16'-8" to allow adequate MEPFLV overhead space below the structure.	Attachment 9, CTCFS 2.B Space Standards Table 2.1 & 11.D 1.3	It would be acceptable to increase the floor-to-floor height upwards to 16'-8"; however, such an increase across the building could increase costs and may or may not be necessary depending upon the Design Build Entity's proposed design, structural system, and MEPFLV systems. The Design Build Entity will be responsible to balance the cost impacts and propose ways to meet the CTCFS requirements without significant cost increases.
53	Article 11 – Non-Compensable Time Extension - The standard for concurrent delays should be the following: Compensable+Excusable=Compensable & Time Excusable + Non-Excusable=Time Only Compensable+Non-Excusable=Time Only Please confirm.	Attachment 7 – Sample Agreement	See RFP Attachment 7 (Sample Agreement), Agreement, sections 10 (<i>Compensable Delay</i>) and 11 (<i>Non-Compensable Time Extensions</i>). The handling of periods of concurrent delay will be as set forth in the Sample Agreement.
54	Article 27 – Modifications – Kindly please strike “or to the extent applicable, a written Change Order executed by Judicial Council in compliance with the Contract Documents.” It is unreasonable for the Judicial County to issue a unilateral change order that modifying the legal terms of the agreement.	Attachment 7 – Sample Agreement	The Judicial Council declines to make the requested revisions. RFP Attachment 7 (Sample Agreement), Agreement, former section 27/Addendum #1 section 28 (<i>Modifications</i>) provides that a Change Order may amend or modify the Agreement "to the extent applicable" and "in compliance with the Contract Documents."

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
55	Article 1.77 and 5.3. Tariffs and Changes in Law are unknown events which carry significant risk to a project. It would be impossible for a design-builder to quantify the risk associated with these events. Kindly please strike "Tariffs" in Article 1.77. Please also kindly strike "including, without limitation, an increase to Design Build Entity's General Conditions or Subcontractor costs, or an increase in costs for materials due to tariffs, embargoes, or other governmental acts and regulations." In Article 5.3.	Attachment 7 – Sample Agreement	RFP Attachment 7 (Sample Agreement), Exhibit A (<i>General Conditions</i>), section 5.3 (<i>No Adjustment to GMP and Limitations on Escalation</i>) provides: "Unless otherwise provided in the Contract Documents, once Judicial Council approves the GMP, Design Build Entity shall not be entitled, for any reason, to ... an increase in costs for materials due to tariffs, embargoes, or other governmental acts and regulations." The Design Build Entity is accordingly responsible for managing the risk of tariff impacts on the GMP. The Judicial Council declines to make the requested revisions.
56	In the current environment, it would be impossible for a design-builder to quantify the risk associated with unlimited material escalation. Please confirm that the Judicial Council is amenable to compensating Design-Builder for material escalation beyond 3% per year.	Attachment 7 – Sample Agreement	Increases to the Total Contract Amount for escalation or any other increased costs associated with the Construction Work will be pursuant to RFP Attachment 7 (Sample Agreement), Exhibit A (<i>General Conditions</i>) section 5.3 (<i>No Adjustment to GMP and Limitations on Escalation</i>) and as otherwise set forth and provided for in the Sample Agreement.
57	Article 18.5 – Additional events that constitute a change include Adverse Weather and Force Majeure events. Please kindly add these two additional events to article 18.5.	Attachment 7 – Sample Agreement	RFP Attachment 7 (Sample Agreement), Exhibit A (<i>General Conditions</i>) section 18.5 (<i>Conditions for Change Work</i>) includes "Delay" as a condition for an Amendment and/or Change Order for Change Work, which in turn encompasses Adverse Weather and Force Majeure Events to the extent either is considered a Compensable Delay or an Excusable Delay, as applicable. The Judicial Council declines to make the requested revisions.
58	Article 27.9 - Please confirm that there will be a Project Labor Agreement on for the project.	Attachment 7 – Sample Agreement	Yes, a Project Labor Agreement (PLA) will be required and implemented for the Project. See Addendum No. 1.
59	Attachment 9 - Section 3.4.1.3 CTCFS Additions/Restrictions/Deviations Matrix states "Inclusion of a Bus Stop to be studied and coordinated with MST, City of Marina, and the Judicial Council to determine if it will be provided as part of the Project." Please confirm if this scope should be priced as part of the GMP.	Attachment 9, Section 3	The scope of the MST requested Bus Stop has not yet been determined to be part of the Project; therefore, no, the Design Build Entity should not price that scope as part of the TGMP / GMP.
60	Attachment 9 - Section 3.4.1.10 CTCFS Additions/Restrictions/Deviations Matrix states "Excess soil, otherwise planned for off-site export, may be alternatively disposed of on the City of Seaside's adjacent Main Gate parcel. The Judicial Council will confirm the City's desire to receive excess soil (export). Details related to location and means for placement upon acknowledgment of excess soil amount will be coordinated between the Judicial Council and City." Please confirm if the GMP should include off-site export of excess soil.	Attachment 9 - Section 3.4.1.10 CTCFS	Yes, the TGMP / GMP shall include the cost to export excess soil. The Design Build Entity may choose, in accordance with applicable law, to export it to an appropriate off-site landfill or disposal location or may alternatively choose to dispose of the excess soil to a location on the adjacent City of Seaside's Main Gate parcel.

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
61	Please confirm all Divarty Street Improvements are being done by others and the Design Build Entity should not carry costs any paving or improvement costs. Please confirm if the design Build Entity should carry grading costs for Divarty Street.	Attachment 8 – Section 7 - UNIVERSITY VILLAGES (THE DUNES), DIVARTY STREET IMPROVEMENT	Confirmed. The widening and improvement of Divarty Street, including Divarty Street grading, are conditions of approval by the City of Marina for The Dunes on Monterey Bay (University Villages Specific Plan) and will be completed by Shea Homes/MCP. The Design Build Entity is not required to carry costs for Divarty Street grading; however, per RFP Attachment 9 (Performance Criteria) section 3.2.1's third paragraph, the Design Build Entity shall align grades of the Project site with the established grades of Divarty Street along the north property line as shown on RFP Attachment 8 (Project Documents), section 7 (<i>University Villages (The Dunes), Divarty Street Improvement Plans</i>).
62	Is the entire PV Array required to be installed above the parking spots, or can a portion of the required PV Array be roof mounted?	Attachment 9 (Performance Criteria Documents), Section 5.8.1.3	The entire PV Array must be installed above the parking to comply with the Department of Finance approved Project Scope. The PV Array is not allowed to be roof mounted.
63	Can the penthouse be omitted if all roof mounted mechanical equipment (AHUs, Fans, etc.) is provided with coatings and finishes to protect it from weather and marine environment conditions?	Attachment 9 (Performance Criteria Documents), Section 5.1.1.3, 5.3.1.23, and 5.6.1.1	No.
64	Section notes that "curtain walls are generally acceptable cladding .. for high-rise buildings." For low-rise buildings they are not included in the acceptable list. For the Fort Ord Courthouse, if the proposed design cost basis includes a multi-level atrium space which does not have intermediate rated floors extending to an exterior glazed wall, would it be acceptable to use curtain wall at this location if it is more cost effective than building a multi-level window wall?	Criteria Document Section 11.C.3.3	Yes, curtain wall may be utilized at a multi-level condition where there is not an intermediate floor or an edge of slab condition with the curtain wall.
65	Please consider that the RFP requires all MEPS trade partners be identified in the List of Designated Subcontractors. Please confirm that JCC intends to exercise its right to enter into a PLA prior to (and adequately in advance of) submission of RFP responses by short-listed DB Entities. It should be noted that JCC's decision to enter into a PLA has a direct impact on Design-Build Entity's trade partner selection.	RFP section 2.8 paragraph 2.8.4 (page 7) which states, in part, "JCC reserves the right to enter into a Project Labor Agreement for the Project and to require the selected Design Build Entity to agree to be bound by the PLA." RFP section 7.3.4.5 requires MEPS trade partners be identified in the List of Designated Subcontractors	Yes, a Project Labor Agreement (PLA) will be required and implemented for the Project. See Addendum No. 1.
66	Please provide OCIP Manual.	Appendix A.7/Sample Agreement	The OCIP Manual is included in RFP Attachment 9 (Performance Criteria) Appendix A.7 (pdf page 2233).
67	The California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Certification form states: "This form must be completed by the Design Build Entity and all subcontractors performing work involving the use of vehicles subject to the regulation." Please confirm whether all subcontractors listed in 7.3.4.5 with vehicles subject to the regulation must complete and submit this form with the proposal, or if only the General Contractor is required to do so.	California Air Resources Board In-Use Off-Road Diesel-Fueled Fleets Certification	Only the Design Build Entity is required to submit the form with its Proposal. All subcontractors performing work involving the use of vehicles subject to the regulation must complete the form prior to performing said work.

Q #	Questions	RFP Reference (Document & Page-Section-Item)	Answers
68	Article 25.3.2.4.2 – Please confirm that the BR policy deductibles are capped at \$100,000 for the DBE. Please also confirm that the DBE is only responsible for the deductibles for events that arose from any construction activity that the DBE is response for.	Attachment 7 – Sample Agreement	The Design Build Entity is responsible for covering all Builders' Risk (BR) policy deductibles, regardless of who is at fault. If a claim is filed under the BR policy, the Design Build Entity is responsible for covering the deductible. The Design Build Entity is responsible for paying the full deductible amount specified in the BR policy in the event of a loss. The BR policy deductible amount will be determined when the BR policy is issued, approximately 3 months before start of construction.
69	Article 25.3.2.4 – Please confirm that the Judicial Council will include insurance coverage for flood, earthquake and earth movement for the full value of the project as part of the OCIP.	Attachment 7 – Sample Agreement	Yes, the Judicial Council will be including earthquake and flood coverage as a part of the Builder's Risk policy for this Project. Each peril (earthquake and flood) will carry a maximum of \$25M limit in coverage. The limit for these perils is non-negotiable as the Judicial Council will not be obtaining additional coverage limits for either earthquake or flood.
70	Please confirm whether the OCIP limits for this project are shared with any other projects.	Appendix A.7/Sample Agreement	Confirmed. The OCIP limits for this Project are not shared with any other projects.
71	Please confirm whether Owner is providing Builder's Risk.	Appendix A.7/Sample Agreement	RFP Attachment 9 (Performance Criteria), Appendix A.7 (<i>OCIP Manual</i>) section 5.5.4 (<i>Builders' Risk Insurance</i>) provides: "The Sponsor [Judicial Council] shall obtain and maintain in force during the term of this Agreement, a Builders' Risk Insurance policy or policies separate from the OCIP...."
72	Please identify the Builder's Risk deductible obligation for the General Contractor.	Appendix A.7/Sample Agreement	The Design Build Entity is responsible for paying the full deductible amount specified in the Builders' Risk (BR) policy in the event of a loss. The BR policy deductible amount will be determined when the BR policy is issued, approximately 3 months before start of construction.
END OF QUESTIONS AND ANSWERS			