

STATE OF CALIFORNIA DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROJECT MANAGEMENT AND DEVELOPMENT BRANCH



Date: August 25, 2026

ADDENDUM No. 1 TO THE Request for Qualifications

Bid Due Date – September 2, 2026

**NEW O STREET STATE PARKING GARAGE
DEPARTMENT OF GENERAL SERVICES
CALIFORNIA**

PROJECT NO. 000000000017166

REVISE THE REQUEST FOR PROPOSAL DOCUMENT AS FOLLOWS:

1. **ADD** the following sentence to page 60 of 98:

The DBE may elect to not use the forms provided, but all information requested must be presented in the same order and format as outlined in the RFQ document and corresponding forms.

2. **MODIFY** the following insurance amounts in EXHIBIT 2. BONDS AND INSURANCE – Specific Insurance Requirements:

A. Commercial General Liability: Replace \$15,000,000 with \$10,000,000

B. Automobile Liability: Replace \$5,000,000 with \$1,000,000

E. Pollution Liability: Replace \$25,000,000 with \$2,000,000

F. Professional Liability Insurance/Errors & Omissions Insurance: Replace \$25,000,000 with \$5,000,000

3. On page 20 of 98, in paragraph 5 and 7, **REPLACE** the words “Architect’s ability” with “Design teams ability”

4. On page 51 of 98, in the headings of the safety performance table, **REPLACE** years 2018, 2019, and 2020 with 2023, 2024, and 2025.

5. Table of Contents, page ii, **REPLACE** IV. Part A – QUESTIONNAIRE FORMS AND TEMPLATES, **SECTION 4. FINANCIAL INFORMATION WITH SECTION 4. BONDING**

6. On page 20 of 98, in paragraph one, **DELETE** the words (18 pages total).

7. On page 27 of 98, in item 5., **DELETE** the words “,and the sealed envelope with Financial Statements”

END OF ADDENDUM NO. 1

ATTACHMENTS:

RFI Log dated 8/18/2026

Updated Table of Contents page ii

Updated Page 20 of 98

Updated page 27 of 98

Updated page 51 of 98

Updated page 60 of 98

Updated EXHIBIT 2. BONDS AND INSURANCE

DGS - New O Street State Parking Garage

RFQ Phase RFI's

RFI #	RFI	Response to RFI
1	Section 5. Insurance, Item A asks for a notarized statement from the workers' compensation carrier specifying our current EMR rating. Would a copy of our Workers Comp Experience Rating Form issued by WCIRB California suffice?	Please attach a notarized statement from the Workers' Compensation carrier specifying contractor's current State of California experience modification rating for Workers' Compensation.
2	Should the Design-Build team include a geotechnical engineer? Or is the selection of the geotechnical engineer intended to occur post-award?	Refer to Part III. STATEMENT OF QUALIFICATIONS INSTRUCTIONS, SCORING, AND SUBMITTAL REQUIREMENTS, B. PART A - QUESTIONNAIRE INSTRUCTIONS, Section 2: Identification of the Design-Build Team. Any consultants needed to complete the project, but not listed in the RFQ will be selected post award.
3	Some categories listed in the RFQ Section 7 Preconstruction Price Form are different than those listed in the editable electronic template file. Example; Section 7 adds Space Programming, Conformed Project Criteria and CEQA Mitigation and Monitoring with SHPO Requirements. Please advise which version is correct.	The form (excel file) provided to be edited to align with RFQ requirements, and the design builders proposed scope of work and level of effort in the pre-construction phase. The preconstruction cost form on page 71 and 72 of 98 are generic images from a previous project.
4	The RFQ indicates that the General Conditions for the Progressive Design-Build Phase of the project will be provided during the Preconstruction Phase. Please confirm we will have the opportunity to discuss and negotiate the terms and conditions included in the DGS General Conditions document during the PDB Phase GMP development process.	Confirmed

5	The Preliminary Project Schedule included on page 4 of 98 of the RFQ lists the Preconstruction Phase between 12/17/2026 to 5/5/2027. The Progressive Design Build Phase is shown between 9/13/2027 to 9/12/2029 which indicates a 4 to 5 month gap between the end of the Preconstruction Phase and the Progressive Design Build Phase. Please advise on what is intended for this time gap.	The May date is listed as cost certainty will be needed by then to align with the State budget process. DBE can propose a plan that continues preconstruction phase work until September, when the design-build phase will be authorized to begin. All work identified in the preconstruction phase must fit within the states fixed budget.
6	A note is included in Part A (Questionnaire Forms and Templates) on page 29 of 98 states 'The DBE may elect to not use the forms provided, but all information requested must be presented in the same order and format as outlined in the RFQ document and corresponding forms.' Part B (Experience Forms and Templates) on page 60 of 98 does not include this same language regarding use of the electronic templates. Please advise if this same language for form usage can apply to both Part A and Part B.	Confirmed.
7	Exhibit 2: Bonds and Insurance (page 58 of 98) of the RFQ list several insurance limits that appear to be outside the coverage ranges that are typically seen on a project of this type, magnitude and location. Examples of these high limits include \$5 million for Automobile Liability, \$25 million for Pollution Liability and \$25 million for Professional Liability coverages. Limits of these amounts are often challenging for Trade Partner and Design Consultants to procure, or could require an alternative approach such as procuring project specific policies, resulting in potentially additional cost to the project that may not be intended. Please advise if lower limits can be accepted to reduce the cost for insurances and provide more value to the project.	The insurance limits shown in the RFQ are an error. The following insurance limits should be used: General Liability: 10 Million Automotive Liability: 1 Million Pollution Liability: 2 Million Professional Liability: 5 Million If an amount is not listed in this RFI response, the RFQ amount applies. Please note that Aviation Liability only applies if DBE utilizes aircraft.
8	Part II, Section D. DESIGN BUILD OVERVIEW, states that "<i>The Design-Build Entity will be responsible for the total design and construction of the project including, but not limited to, all applicable agency approvals, <u>planning</u>, design, engineering, LEED Certification, permits and construction</i>". Please clarify what City or Municipal Planning approvals, if any, the State anticipates being requested for this project? If planning approvals are required, we assume they would be submitted during the Preconstruction Phase and the DBE would need to capture the cost of such submittal, including the application fees, in the Preconstruction Cost Form?	City approvals may include minor and major encroachment permits, including approval of ingress and egress from the garage to city streets. As the cost and timing of permitting fees is unknown, the preconstruction cost form should not include costs for these. If permits are applied for during the pre-construction phase, the state will add these costs to the preconstruction contract at that time.

9	During the Mandatory RFQ Briefing Conference, it was suggested that we submit a narrative explaining how listed Design-Build Trade Partners would be an advantage to the project. Please confirm that "V. PART B - EXPERIENCE FORMS AND TEMPLATES, Section 1: Design-Build Team" is the appropriate section to include this narrative.	The DBE can reference their approach to subcontracting in any applicable section in Part B, including but not limited to Section 1 Design Build Team and Section 5 Project Approach.
10	Submittal Requirements. Page 26 of the RFQ, it states: "All references to number of pages requested as part of this RFQ process are equivalent to a single, double-sided page. For example, if the requirement is no more than three (3) pages, then three (3) double-sided pages are acceptable." Please confirm that this interpretation applies to all page limits referenced throughout the RFQ, including but not limited to Project Profiles, Project Approach, and other narrative sections. For example, should a ten (10) page limit be interpreted as ten (10) double-sided sheets (twenty printed sides)?	All references to number of pages requested as part of this RFQ process are equivalent to a single, double-sided page. For example, if the requirement is no more than three (3) pages, then three (3) double-sided pages are acceptable.
11	Project Description. Page 1 of RFQ As part of our planning efforts and the strategic development of our specialty consultant team, we would like to understand whether the proposed O Street State Parking Garage will incorporate any subterranean below-grade levels.	There is no requirement for below-grade parking levels.
12	LEED Certification. Page 1 of the RFQ (Project Description) The RFQ indicates that the project is required to obtain LEED Silver certification as part of its sustainability objectives. Please clarify whether the intended certification is Parksmart, as standalone parking structures are not typically eligible to pursue LEED certification.	The State requirement only applies to LEED Silver certification. If the garage is not eligible for LEED certification, the requirement can be waived. There is no requirement for Parksmart certification, however the State may choose to pursue it.
13	For Design Experience, to receive full points for parking structure experience, may the four required project examples be split between the design team, for example, two projects completed by the structural engineer and two projects completed by the architect, instead of requiring all four project examples to come from the architect?	Yes, the design experience can be from the collective listed design team.
14	Can DGS provide the Teams recording from the preproposal meeting?	The mandatory pre-proposal meeting video will not be distributed as it was not recorded.
15	In Section A, 7 Safety (pg 51 of 98), the chart shows the 3 years of safety performance to be for 2018, 2019, 2020. Can you confirm if it's supposed to be 2025, 2024, 2023?	Confirming that safety performance shall be based on years 2023, 2024, and 2025.
16	We would like to confirm that Exhibit 1 and 2 or Page 53-59 do not need to be submitted and are examples only.	Confirmed.

17	For Section B, Part 1.a Narrative and Organization Charts, it states that the narrative and organization chart shall be limited to three (3) pages. Is the Working Relationship Matrix included in the 3 page limit, or is it in addition to the 3 page limit? OR is the matrix part of Section B, Part 1.b Firm Profile? Or can we include as a section c?	The Working Relationship Matrix does not count as one of the three pages of the "Narrative and Organization Chart"
19	RFQ Page 9, Section M. Project Labor Agreement: Please provide a copy of the sample PLA.	The sample PLA will be supplied to the selected DBE only
20	RFQ IV. Part A, Section 4 Financial Information: Please provide as its missing from the RFQ.	The table of contents has an error. RQF IV, part A, Section 4 is BONDING
21	Please clarify the deliverable for the Preconstruction Phase Cost Proposal breakdown.	See page 4, 5 and 23 of 98 for description of the Preconstruction Cost Proposal. The Exhibit provided with the RFQ can be modified by the DBE so it aligns with the DBE's proposed approach for the Preconstruction phase.
22	The \$25M Pollution Professional limits are over and above what we typically see for a job of this size. Will the Owner consider accepting a lower limit of \$5M?	The insurance limits shown in the RFQ are an error. The following insurance limits should be used: General Liability: 10 Million Automotive Liability: 1 Million Pollution Liability: 2 Million Professional Liability: 5 Million If an amount is not listed in this RFI response, the RFQ amount applies. Please note that Aviation Liability only applies if DBE utilizes aircraft.
23	Please clarify whether the Key Personnel Form, which is limited to two pages, and the Project Profiles Form, which is limited to three pages, are included within the page limit.	Confirming that Key Personnel Form and Project Profile Form count towards page limits.
24	Part B, Section 3 permits up to eight Project Profiles and limits each profile to three pages, inclusive of the Project Profile information sheet. The RFQ also states '18 Pages total.' Please confirm that the maximum allowable Project Profile submission is 24 pages total, based on eight profiles at three pages each.	Confirmed. Project Profiles are each limited to 3 pages. If 8 projects are listed, the total would be 24 pages.

25	Part B, Section 4 states that a Project Reference is to be provided for each submitted Project Profile. Up to eight Project Profiles may be submitted; however, the Project Reference Template provides five entries and the Scoring Matrix identifies five projects at 10 points each. Please confirm: (1) how many project references are required, (2) whether the template should be reproduced to provide references for all eight profiles, and (3) if more than five are submitted, which references will be scored.	1. Five references are required to be submitted. 2. Form will not need to be reproduced, as only 5 references are required. 3. The five submitted references will be scored.
26	The Working Relationship Matrix includes an AOR Lead Architectural Designer and an Electrical (Low Voltage) Project Manager; these positions are not identified among the required Personnel Resumes or separately identified in the scoring matrix. Please confirm whether these two positions are required Key Personnel and whether resumes are required. In addition, the Matrix provides ten project columns while the instructions specify up to eight projects. Please confirm that Respondents should use a maximum of eight project columns.	These positions (AOR Lead Architectural Designer & Electrical (low voltage) Project Manager) are not required. Confirming that respondents should use a maximum of eight project columns.
27	Part A, Section 7 requests injury and illness data for the last three years but identifies the reporting period as 2018–2020, while the EMR portion requests 2023–2025. Please confirm that Safety Performance data, including OSHA 300 and 300A logs, should be provided for calendar years 2023, 2024, and 2025.	Confirming that safety performance shall be based on years 2023, 2024, and 2025.
28	The RFQ Table of Contents and August 10 briefing reference Part A Financial Information, while Part A Section 4 of the RFQ is Bonding. The RFQ also includes Exhibit 1, General Statement of Bank Credit, and the SOQ packaging instructions reference a separate sealed envelope containing Financial Statements. Please confirm whether financial statements and/or Exhibit 1 are required with the SOQ. If financial statements are required, please identify the required contents, period covered, number of copies, and packaging requirements.	The table of contents has an error. RQF IV, part A, Section 4 is BONDING Confirmed that Exhibit 1 is an example only and does not need to be submitted. Confirmed that financial statements are not required with the SOQ submittal.

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Project Profiles are to be limited to three (3) pages total per submitted project, inclusive of the project profile information sheet. Use Project Profile templates provided in Section V, PART B - EXPERIENCE FORMS AND TEMPLATES.

Projects should demonstrate the team's design and construction experience on similar projects in terms of size, scope, and complexity and with the Design-Build delivery method.

For each project, complete and submit a Project Profile. Additional information, photos and other graphic materials may be included. Include a narrative addressing the design/construction philosophy and salient features for each project, as well as a brief statement indicating the relevance of the project to this Project. Indicate the degree of involvement by key construction personnel proposed in the SOQ for each project, if none, state so.

Submit Project Profiles which encompass the following:

Design Experience: Submit a portfolio of Project Profiles (maximum of four) representative of the Design Team's ability to provide a high level of quality on similar projects. Submit Project Profiles for projects completed within the last fifteen (15) years or currently under construction. List at least two (2) projects with a construction cost each more than \$30 million dollars (at least one must be in California). List at least two (2) projects using the Design-Build delivery method (one of which must be in California). One project may fulfill both requirements (i.e. >\$30 Million D-B Project in California).

Similar projects include:

- Multi-level parking structures or garages designed for public or institutional use.
- Parking facilities that emphasize efficient circulation, safety, and user experience.
- Projects involving complex site constraints, urban infill, or integration with other facilities.

Provide examples of projects completed and describe the design approach. Include information that addresses the Design Team's ability to design a project demonstrating:

- **Functionality, Safety, and User-Centered Circulation** — Provide examples showing how your design approach delivers efficient vehicle and pedestrian circulation, strong visibility, intuitive wayfinding, and a safe, comfortable user experience within a parking structure.
- **Programming for Multiple User Groups** — Demonstrate experience developing a clear program that accommodates diverse users—including staff, visitors, fleet vehicles, accessible parking, and bicycles—through functional layouts and access strategies.
- **Durable, Maintainable, and Flexible Systems** — Provide examples showing how your designs prioritized long-term durability, corrosion protection, drainage, and adaptable lighting and security systems to ensure low-maintenance, flexible operations.

Construction Experience: Submit a portfolio of Project Profiles (maximum of four) representative of the General Contractor's ability to construct with a high level of quality on their projects. Submit Project Profiles for construction projects completed within the last fifteen (15) years, or currently under construction, by the General Contractor. List at least two (2) projects with a construction cost each of more than \$30 million dollars (at least one must be in California). List at least two (2) projects using the Design-Build delivery method (one of which must be in California). One project may fulfill both requirements (i.e. >\$30 Million D-B Project in California).

Similar projects Include:

- **Structured Parking Facilities** — multi-level new-construction parking garages emphasizing efficient circulation, safety, and user comfort.

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Cover letter (limited to 1 page)

Title Page

Table of Contents

Tab 1 Part A - Questionnaire

Section 1: Declaration

Section 2: Identification of the Design-Build Team

Section 3: Licensure

Section 4: Bonding

Section 5: Insurance

Section 6: Termination/Failure to Complete

Violations

Claims, Arbitration and Litigation

Section 7: Safety Record

Tab 2 Part B - Experience

Section 1: Design-Build Team

Narrative and Organizational Chart

Working Relationship Matrix

Firm Profiles

Section 2: Personnel Resumes

Section 3: Project Profiles

Section 4: Project References

Section 5: Project Approach

Section 6: List of Designated Subcontractors

Section 7: Preconstruction Cost (provided in separate sealed envelope)

4. The DBE shall provide 3 (3) hard copies of their SOQ response, one (1) electronic file copy of the SOQ response in PDF-format on a USB flash drive, one (1) original copy of the Preconstruction Cost Form in a sealed envelope. Identify the sealed envelope with the DBE firm name and address and label as follows:

Statement of Qualifications

O Street State Parking Garage

Preconstruction Cost Proposal

5. The entire SOQ submittal package including the hard copies of the SOQ, USB flash drive, the sealed envelope with Preconstruction Cost Form shall be provided in a single package identifying the firm name and address and clearly labeled as follows:

Statement of Qualifications

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SECTION 7. SAFETY RECORD

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Information You Must Submit Includes:

- A. Provide a written safety policy, mission statement or other document addressing the company's attitude and responsibility towards worker safety and the safety of the general public during construction. *(NOTE: Do not send full copies of safety manuals. If desired, in addition to the above, an index or Table of Contents from the manual is sufficient.)*
- B. Provide your Safety Officer’s qualifications, work experience, authority, job duties, percentage of time spent in fulfilling their duties as Safety Officer, and who they report to.

C. Safety Performance:

Consolidate your firm’s injury and illness data for the last three (3) years, starting on January 1, 2023, for the **General Contractor** and complete the table below. The Occupational Safety and Health Administration’s (OSHA) Industry Group 154 (Business Category), classification 1542, will be used as the applicable standard for the construction of this Project. The information provided must be for your company as a whole and not individual office locations. **Provide copies of your OSHA 300 and OSHA 300A logs for the last three (3) years.**

Event	Year 2023	Year 2024	Year 2025	3 -Year Average
A. Average Number of Employees				
B. Hours Worked				
C. Number of Fatalities*				
D. Permanent Total Disabilities (PTD)				
E. Lost Workday Cases (LWC)				
F. Lost Time Injuries (LTI) [Rows C+D+E]				
G. Lost Time Injury Rate (LTIR)				
H. Lost Work Days				
I. Lost Work Day Severity Rate				
J. Restricted Workday Cases (RWC)				
K. Medical Treatment Cases (MTC)				
L. Total Recordable Cases. [Rows F+J+K]				
M. Total Recordable Incident Rate (TRIR)				
N. Environmental Occurrences				

* For each fatality, attach a description of the accident, including cause, actions taken resulting from that fatality and actions taken to prevent future fatalities.

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V. PART B – EXPERIENCE FORMS AND TEMPLATES

PART B – EXPERIENCE

- Section 1: Design-Build Team
 - Narrative and Organizational Chart
 - Working Relationship Matrix*
 - Firm Profiles
- Section 2: Personnel Resume Template*
- Section 3: Project Profile Template*
- Section 4: Project Reference Template*
- Section 5: Project Approach
- Section 6: Designated Subcontractors Template*
- Section 7: Preconstruction Cost*

** Editable electronic templates will be provided (via e-mail) to the DBE’s Proposal Manager following the Mandatory RFQ Briefing Conference. The DBE may elect to not use the forms provided, but all information requested must be presented in the same order and format as outlined in the RFQ document and corresponding forms.*

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EXHIBIT 2. BONDS AND INSURANCE

Bonds

Design-Build Entity shall furnish to the State of California, prior to the awarding of any Agreement to perform Progressive Design-Build Phase work, a surety bond in favor of the State of California in the amount of not less than one hundred percent (100%) of the amount of Contract to guarantee faithful performance of the Contract and a payment bond, of not less than 100% of the amount of Contract, securing payment of laborers, mechanics, or material suppliers employed on the work under the Contract. Each bond shall be in the form attached to the Agreement and shall be issued by a licensed and admitted surety. Examples are provided in the Project Criteria.

Insurance

Design-Build Entity shall not commence the Progressive Design-Build Phase work until all insurance has been obtained that is required under this section and such insurance has been verified by the State of California, nor shall Design-Build Entity allow any Subcontractor to commence work on its Contract until all similar insurance required of the Subcontractor has been so obtained and approved. Design-Build Entity shall furnish the State of California with three (3) copies of each required certificate of insurance and endorsement, as provided below.

General Insurance Requirements – the following provisions apply to all insurance requirements listed below:

- A. Except as otherwise provided for Builders Risk/Installation Floater, the Design-Build Entity shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Design-Build Entity, its agents, representatives, employees or subcontractors.
 - 1. Design-Build Entity shall furnish the State with original certificates and endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State before work commences.
 - 2. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- B. Insurance Companies shall be acceptable to Department of General Services (DGS) and Office of Risk and Insurance Management (ORIM). Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to DGS, ORIM. Exception may be made for the State Compensation Insurance Fund. If self-insured, review of financial information may be required.
- C. Except as otherwise provided for Builders Risk/Installation Floater, all coverage shall be in force until the Acceptance of the Work by the State. If the insurance expires, the Design-Build Entity shall immediately provide a new current certificate or be declared in breach of Contract. The State reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the State. Renewal insurance certificates must be tendered to the State prior to or exactly at the expiration of the previous insurance certificate. There shall be no gap in insurance coverage. This renewed insurance shall be in accordance with the terms of the Contract.
- D. Design-Build Entity is responsible to notify the State a minimum of five (5) business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage.
- E. Unless otherwise stated in the contract, the Design-Build Entity shall be responsible for any premium deductible or self-insured retention contained within the insurance.
- F. All insurance policies required by this contract must allow the State to pay and/or act as the Design-Build Entity's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Design-Build Entity's agent in satisfying any SIR is at the State's discretion.

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- G. In the event the Design-Build Entity fails to keep in effect at all times the specified insurance coverage, the State may remove the Design-Build Entity from the work site and/or may terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract. In the event, the State elects to remove the Design-Build Entity from the work site; the Design-Build Entity will not be entitled to additional days or compensation.
- H. Any insurance required to be carried shall be primary and not excess or contributory, to any other insurance carried by the State.
- I. Any required endorsement requested by the State must be submitted with all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- J. Minimum Scope of Insurance - Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, "any auto", or "all owned, hired and non-owned".
- K. All coverage and limits available to the Design-Build Entity shall also be available and applicable to the State.
- L. Design-Build Entity shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Design-Build Entity, his agents, representatives, employees, or subcontractors.
- M. With the exception of Builders Risk/Installation Floater, Design-Build Entity shall require and verify that all subcontractors maintain insurance coverage and limits meeting or exceeding all the requirements stated herein. Design-Build Entity shall ensure that the Department of General Services and the State of California, its officers, agents, and employees, are added as additional insured on insurance required from subcontractors but only insofar as the operations under the Contract are concerned. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. The State reserves the right to require the Design-Build Entity to provide the subcontractors' insurance certificates and policies, when so directed by the State. The State reserves the right to accept lower limits.
- N. Except as otherwise provided for Builders Risk/Installation Floater, neither the State, nor any officer or employee of the State, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work; nor for injury to any person or persons, either workers or the public, for damage to property from any cause which might have been prevented by the Design-Build Entity, or the Design-Build Entity's employees or agents, against all of which injuries or damages the Design-Build Entity shall properly guard. The Design-Build Entity shall indemnify and hold harmless the State, and all officers and employees of the State, from all suits, actions or claims brought for, or on account of injuries or damages received or sustained by any person or persons, by or from the Design-Build Entity, the Design-Build Entity's employees or agents, in construction of the Work, or by or in consequence of the Design-Build Entity's failure to properly guard the same, or by or as a result of any act or omission of the Design-Build Entity, the Design-Build Entity's employees or agents. In addition to any remedy authorized by law, moneys due the Design-Build Entity under the Contract, as considered necessary by the State, may be retained until disposition has been made of such suits, actions, or claims for damages; however, this provision shall not be construed as precluding the State from enforcing any right of offset the State may have to any such moneys.
- O. Waiver of Subrogation: Design-Build Entity hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the Department of General Services, the State and its officers, agents and employees, the Construction Manager, or their officers, agents, or employees, and any other Design-Build Entity or

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Subcontractor performing Work or rendering services on behalf of the State in connection with the planning, development and construction of the Project. The Design-Build Entity shall also require that all Design-Build Entity maintained insurance coverage related to the Work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against the Design-Build Entity together with the same parties referenced immediately above in this Subparagraph. The Design-Build Entity shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

Specific Insurance Requirements – Design-Build Entity shall have the following insurance coverages during the Progressive Design-Build Phase:

- A. **Commercial General Liability:** The Design-Build Entity shall maintain commercial general liability with limits of not less than \$10,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies “per project or location”, it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, XCU (Explosion, Collapse, Underground), and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Design-Build Entity’s limit of liability. The policy shall include the Department of General Services and the State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.
 - 1. Additional Insured coverage shall be provided in the form of an insured endorsement as broad as the CG 20 10 11 85 (Ex: CG 20 10 07 04 and CG 20 37 or CG 20 10 10 01 and CG 20 37) to the Design-Build Entity’s insurance policy. All coverage and limits available to the named insured shall be available and applicable to the additional insured. The endorsement must be attached to the certificate.
 - 2. Deductibles and Self-Insured Retentions (for Commercial General Liability): Any deductibles or self-insured retentions must be declared to and approved by the State. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California and the Department of General Services, its officers, agents, employees and servants or the Design-Build Entity shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- B. **Automobile Liability:** The Design-Build Entity shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State is to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Design-Build Entity. The policy shall include the Department of General Services and The State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned. All coverage and limits available to the named insured shall also be available and applicable to the additional insured.
- C. **Workers' Compensation:** The Design-Build Entity shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable as required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State for all work performed by the Design-Build Entity, its employees, agents and subcontractors. Except for State Fund certificates, all subrogation waiver endorsements shall be submitted on a separate form. The Design-Build Entity shall maintain Employer's Liability coverage of \$1,000,000 per accident for bodily injury or disease.

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Request for Qualifications for Design-Build Entities



In signing the Contract, the Design-Build Entity shall make the following certification, required by Section 1861 of the Labor Law:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

- D. Builders Risk/Installation Floater: The State shall insure all Work while in the course of construction, reconstruction, remodeling or alteration, including materials incorporated in the Work, against physical loss or damage resulting from the perils normally insured under an All Risk Builders Risk/Installation Floater policy, including, but not limited to theft, fire and vandalism. The State will self-insure against Acts of God and natural disasters proclaimed by the State or Federal Government. The State will issue to the Design-Build Entity a "Summary of Coverage" provided under this paragraph D. Summary of Coverage and Certificate of Insurance will be provided to Design-Build Entity as part of the Progressive Design-Build Phase.
1. Design-Build Entity shall be responsible for paying a deductible not to exceed \$250,000 per occurrence in the event of loss.
 2. The proceeds under the Builder's Risk/Installation Floater Insurance procured by the State will be payable to the State and Design-Build Entity as their respective interests, from time to time, may appear.
 3. State's Builders Risk/Installation Floater Insurance shall provide limited coverage for materials in transit, materials stored off-site or at staging areas, trees/shrubs/plants, and full coverage for materials at the Project site; however, the Design-Build Entity is responsible for reviewing the "Summary of Coverage" and reporting values that exceed the limits provided within the Summary of Coverage. Notification to the State does not provide coverage. Value increases must be approved by the insurance carrier and Design-Build Entity must have a Certificate of Insurance issued by the insurance carrier showing the increased values. Lacking confirmation from the State's insurance carrier that additional coverage was procured, Design-Build Entity will be responsible for damages in excess of the coverage limits provided within the Summary of Coverage.
 4. Nothing in these Builder's Risk/Installation Floater requirements shall be construed to relieve the Design-Build Entity of Design-Build Entity's responsibilities referred to under this Exhibit 2: Bonds and Insurance.
 5. Builder's Risk/Installation Floater Insurance policies shall provide the following:
 - a. That the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by the Design-Build Entity.
 - b. That the Insurer waives the right of subrogation against the Design-Build Entity.
- E. Pollution Liability: Should the scope of work involve any handling or disposing of asbestos, asbestos containing materials or asbestos contaminated materials, lead paint materials, petroleum, petroleum by-products, and all other environmentally regulated substances and/or hazardous materials, the Design-Build Entity shall maintain, or shall cause the hazardous materials subcontractor(s) to maintain, Pollution Liability coverage for Design-Build Entity's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs directly or indirectly caused by the hazardous material mitigation work, or related services to be performed.
1. Coverage shall be provided for work performed on site as well as during handling and transport of hazardous materials.
 2. Limit of not less than \$2,000,000 per occurrence and shall be required.

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3. The Design-Build Entity, or the hazardous materials mitigation subcontractor(s), shall maintain this required Pollution Liability coverage during each single period, or multiple periods, of hazardous material mitigation work. This coverage may be effected in conjunction with the Design-Build Entity's General Liability coverage as long as coverage is provided for the Design-Build Entity's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs directly or indirectly caused by the scope of work or related services within this contract; a separate pollution limit of insurance is required. In cases where the Pollution Liability coverage is not required for the complete term of the Contract, the length of time, and periods of time, that this insurance coverage is required may be determined by the State in accordance with the commencement and cessation dates in the Design-Build Entity's Progress Schedule, as accepted by the State in writing. When timing, conditions, and/or the needs of the State warrant, the State reserves the right to set the term of the Pollution Insurance prior to execution of the contract.
 - a. The Transporter of hazardous materials, whether the Design-Build Entity or a subcontractor shall produce to the State a Certificate of Liability Insurance for Pollution Liability Coverage mandated by law with a form at least as broad as the MCS-90 endorsement, or its equivalent.
 - b. A form at least as broad as the MCS-90 endorsement, equivalent, is affected through the Transporters Automobile liability insurance carrier.
 4. The policy, whether obtained by the Design-Build Entity, or by the hazardous materials mitigation subcontractor(s), shall include the Department of General Services and the State of California, its officers, agents, and employees as additional insureds, but only insofar as the operations under the Contract are concerned. All coverage and limits available to the named insured shall also be available and applicable to the additional insured.
 5. The insurance certificate shall name the State of California, Department of General Services, as certificate holder.
 6. If there is change in the hazardous materials mitigation work, then the Pollution Insurance requirements affected by such change must be affected by an Amendment to the Contract.
- F. Professional Liability Insurance/Errors & Omissions Insurance - In the event any Contract specification requires a Design-Build Entity to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a Certificate of Insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$5,000,000 per occurrence or per claim and aggregate which shall cover claims for any damages caused by a negligent error, act or omission resulting from professional errors and omissions of Design-Build Entity and any of its consultants in connection with the Work provided.
- Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Design-Build Entity must purchase "extended reporting" coverage for a minimum of **Five (5) years** after completion of work.
- The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.
- G. Aviation Liability - Should aircraft of any kind be used by the Design-Build Entity, and any tier of Subcontractor or anyone else on its behalf, the Design-Build Entity shall maintain or cause the operator of the aircraft to maintain Aircraft Public Liability insurance including bodily injury, property damage, and passenger liability, as respects any aircraft owned used, operated, or hired in connection with the Work by Design-Build Entity or anyone else in limits of \$5,000,000 combined single limit of bodily injury and property damage any one occurrence, each aircraft.

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1. The policy shall include the Department of General Services and the State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.
2. Additional Insured coverage shall be provided in the form of an insured endorsement to the Design-Build Entity's insurance policy. All coverage and limits available to the named insured shall be available and applicable to the additional insured. The endorsement must be attached to the certificate.
3. If the Design-Build Entity and/or any employees, subcontractors or servants has proposed activities that include the use of a drone, the following requirements are to be provided:
 - a. Proof of Drone/UAV coverage (listing the specific aircraft to be used) with a **limit of at least \$1,000,000**.
 - i. If Drone/UAV coverage is being added to a general liability policy, there must be a **separate endorsement** showing proof of coverage.
 - b. A separate endorsement naming the State of California, its officers, agents and employees as Additional Insured is required.
 - i. Please note that all **separate endorsements** must be submitted as **separate attachments** (not included in the body of the certificate of insurance).
- H. Subcontractor Insurance – Design-build Entity shall cause all subcontractors engaged to perform work required of Design-build Entity pursuant to this Contract to maintain insurance coverage and limits meeting or exceeding all the insurance requirements stated herein or maximum amount available for each policy, whichever is greater. All Policy coverage shall be adequate for work performed under this Contract. Subcontractor's commercial general liability insurance shall include an additional insured endorsement in favor of the State of California, its officers, agents, and employees as respect to work performed under the Contract. For Commercial General Liability coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. The State reserves the right to accept lower limits.
- I. Contractor is required to maintain Railroad Protective Liability Insurance as broad as ISO form CG 00 35 or extend coverage through general liability with a form as broad as ISO standard endorsement CG 24 17. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is required by a railroad company and/or per U.S. Code of Federal Regulations, Title 23, Chapter I, Part 646 that is broader than the requirement of the State, the requirement of the railroad company or the U.S. Code of Federal Regulations will supersede the requirement of the State.

END OF EXHIBIT 2