



STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

1500 Jefferson Street SE, Olympia, WA 98501

ADDENDUM NO. 6

October 04, 2021

The Washington State Department of Enterprise Services
Project No. 2018-713 H (6-1)

Request for Proposal – Progressive Design-Build

**Academic & PE Building
Washington Center for Deaf and Hard of
Hearing Youth
Vancouver, Washington**

**Submittal Deadline Date: No Later than 2:00
PM Tues., Oct. 12, 2021**

This Addendum consists of two parts: (A) Owner-issued clarification of RFP requirements; and (B) responses to proposer questions.

A. The following responses are clarifications to the RFQ:

#	Reference Section	Clarification
1	1.4.B.	
	Attachment 11 Price Factor Form Project Duration	REVISE to Read: For consistency in proposal preparation use the following anticipated dates: <ul style="list-style-type: none">• NTP for Phase-I: 12/08/2021• 45% Design/GMP: as negotiated between the Owner and Design-Builder• Substantial Completion Academic & PE Building: 11/04/2024• Substantial Completion Parking & Playfields: 07/17/2025• Final Completion: 09/17/2025
2	3.2.H.1.d.	ADD the following Paragraph: Owner/DES and Design-Builder agree that the Phase 1 NTE amount listed above does not include trade partners and subconsultants that may be required to establish the GMP. The additional team and costs will be added by change order early during Phase 1.
3	9.5.D.1. and D.2	Delete.
4	9.5.E.	REVISE to read as follows: Subcontractor costs. These are payments Design-Builder makes to Subcontractors for changed or extra Work performed by Subcontractors. The

		Subcontractors' cost of changed Work shall be determined in the same manner as prescribed in this Subparagraph 6.5.E. and 9.5
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B. The following responses are offered to submitted D/B Finalist questions:

#	Reference Section	Question or Comment	DES Response
5	3.2.B.4	The language of the referenced section suggests that specific subconsultants or subcontractors are not required as part of the RFP response. Please confirm.	Correct. Identification of the remainder of the D-B team is not required to be identified as part of the Proposal.
6	3.2.H.1.d.	Please clarify if the Proposed Phase 1 Not to Exceed amount as required by 3.2.H.1.d, should be limited to the primary Design Build team (Architect and Contractor) or does it include all the anticipated consultants/subcontractors?	The Phase 1 Level of Effort turned in at the time of the proposal in separate file, is expected to include tasks and costs only for Prime Design-Builder and Architect. See #2 above
7	Varies	Multiple locations in the Contract and associated documents reference the "DES CAD Standards. Can these be provided to Proposers?	These are outlined in Attachment B Appendix 3 BIM Requirements of the RFQ.
8	RFQ 2.1 3.1A	This section defines the start date for the Phase-I work as "upon a written Notice to Proceed from the Owner/DES". Also there is not date for NTP given in 2.1 Selection Schedule. Can you clarify the expected start date?	See Item 1 above.
9	Contract 3.1C Contract 5.1	There is a spot for the Phase 1 Completion date in the Contract (3.1.C) however it is currently blank. There is a completion date listed for Phase 1 in the Contract (Article 5.1) Notice to Proceed, however it says the "Design-Builder shall complete such services no later than (Monday June 6 th , 2021 to finish Phase 1/GMP. Per RFP, Phase 1 ends once a GMP Amendment is signed by both parties. This will likely differ from the submission date of a GMP Amendment to account for DES/WSD 30 day for review. Can DES select a common date to use for Phase-I that can be adjusted later if need be, when the optimum PDB schedule is determined by the successful proposer?	See Item 1 above.
10	Attachment 11 Price Factor Form	We believe there is a discrepancy/potential for difference in interpretation between the RFP Price Factor Form (Attachment 11) and the attached sample Contract documents, notably	Per attachment 11, the Price Factor should include all premiums for contractually required payment and

	<p>General Conditions Articles 5, 6, and 9</p>	<p>the General Conditions (Attachment 2). Attachment 11 states that the single percentage amount include <i>“all traditional home office / general and administrative costs (G&A costs), premiums or contractually required payment and performance bonds, premiums for all insurance contractually required including Builders Risk insurance, liability insurance, Business & Occupations, excise, income and any other taxes (except sales taxes on progress payments), together with any profit to be paid to the Proposer. Such percentage shall be applied to the direct design and construction costs performed under the Guaranteed Maximum Price Contract, to include as a mark-up on change order requests and change orders which may be approved adjusting the Guaranteed Maximum Price of the Contract”</i>.</p> <p>Attachment 2 General Conditions states the following:</p> <ol style="list-style-type: none"> 1. 5.1C Insurance: “The Contract Sum includes the cost of all insurance and bond costs required to complete the Work.” This doesn’t clarify whether insurance is in Fee or in the Cost of the Work. 2. 6.5C Reimbursable Cost of the Work section: does not mention insurance and bonds of the Design-Builder, just those of the Subcontractors and Design Consultants 3. 6.5.N Reimbursable Cost of the Work section: clearly lists the B&O tax as included in the Design-Builder’s Fee. 4. 6.6 Non-reimbursable Costs: does not mention insurance and bonds at all 5. 9.5.D.1 and .2 Pricing Components for Changes in the Work: lists D-B liability insurance and public works bond as allowable changes. <p>Please clarify the extent that insurance, bonds, and taxes are to be included in the Price Factor percentage.</p>	<p>performance bonds, premiums for all insurance contractually required including Builders Risk insurance, liability insurance, Business & Occupations, excise, income and any other taxes (except sales taxes on progress payments).</p> <p>See Item 3 & 4 above</p>
<p>11</p>	<p>Attachment B of the Contract Item 1.02 Phase 1 Scope item F.</p>	<p>This section states <i>“The timing of the GMP Proposal and the percentage complete of the design and specifications will be jointly determined by the Owner/DES and the Design-Builder”</i>. However, item H. notes that the conclusion of Phase 1, the Design Builder shall prepare the GMP proposal (at 45% design). Please clarify, is the timing of the GMP flexible,</p>	<p>See Item 1 above. The GMP will be set at 45% design completion and will be negotiated prior to NTP for Phase-2.</p>

		where it will be determined by jointly by the team or is it due at the conclusion of 45% design and prior to moving to phase 2?	
12	Attachment B of the Contract item 1.03 C.4	<p>The referenced section states to <i>“perform soil sampling, testing, and analysis to provide necessary information for Project design, provide a final geotechnical report test for contamination during this process, and determine best practices for mitigation of contamination (if required)”</i></p> <p>Are the costs for this sampling and analysis reimbursed by DES, or are they required to be included in the Phase 1 costs?</p>	<p>The Owner has completed a preliminary geotechnical investigation based on the predesign concepts (attachment 6b to the RFQ). It is anticipated that detailed soils investigation, specific to the proposed design will be necessary in Phase-I.</p> <p>The hazmat survey conducted for Phase-I did not include Hunter Gym and Devin School. The costs for design-specific soils sampling and hazardous materials testing for the should be included in Phase-I</p>
13	Responsibility Matrix	<p>The responsibility matrix lists geotechnical soil report, soil borings and findings and waterproofing and roofing consultant + moving/relocation and progress photos as both Owner and design builder responsibility. Please advise.</p>	<p>See 9 above. The Owner has completed a preliminary topographic survey of the site for the demolition phase and will provide the record survey of that work to the successful team. This survey may have not provided all the information needed, particularly for the parking lot and playfield. Similar to soils, design-specific survey should be included in Phase-I.</p> <p>The Owner will provide the third-party testing of the envelope as required by code. If the design-builder does not have sufficient envelope/roofing knowledge in their team they should include that component in Phase-I.</p> <p>It is assumed that both the Owner and the B-B team will make progress photos as the work progresses.</p>
14		Please confirm that the Level of Effort (LOE) shall include only Key Team Members and	<p>Confirmed. See Item 3 above.</p>

		shall not include consultants and trade partners required for Phase 1	
15		Please confirm that the Proposed Phase 1 Not to Exceed Amount excludes all design consultants and trade partners cost whom we will be selecting during Phase 1 together with CDHY/DES. There is scope required by Phase 1 which will require the input/work from these consultants/trade partners, however, without them on board it would be challenging, if not impossible, to establish a Not To Exceed amount now which includes their costs since they have not been selected.	Confirmed See Item 3 above.
16		Our team would like to bring an interpreter(s) to the interview. Please confirm that the interpreter(s) would not count towards our limit of 8 individuals.	Any interpreters brought by a finalist team will not count towards the any limit on attendees.

This Addendum does not amend the due date or time for Proposals. Proposals continue to be due on 12 October, 2021 prior to 2:00 PM.