

GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF GENERAL SERVICES



Addendum No. 3
To
REQUEST FOR PROPOSALS NO. DCAM-21-CS-RFP-0010
DESIGN-BUILD SERVICES
FOR
DOROTHY HEIGHT ELEMENTARY SCHOOL

Issued: September 24, 2021

This Addendum No. 3 is issued and hereby published on the DGS website and effective as of the date shown above. Except as modified hereby, the Request for Proposals (“RFP”) remains unmodified.

Item No. 1: Section 1.5.1 of the RFP is hereby revised as follows:

1.5.1 The Substantial Completion Date is July 15, 2024 (“Substantial Completion Date”).

For the avoidance of doubt, Substantial Completion is defined as follows:

- A. The project has obtained a DCRA Certificate of Occupancy, with no conditions that prevent occupancy of a section of the building or grounds, or would negatively impact the ability of the District of Columbia Public Schools from using this building as a school.
- B. A final punchlist is documented with completion dates established,
- C. Required trainings per Division 1 Specifications have been scheduled: and
- D. The Department has determined that the building and grounds are sufficiently complete so that District of Columbia Public Schools may occupy the site and use the building for its intended use as a school.
- E. The project has obtained DC Department of Health (DOH) approval of kitchen and health suite
- F. The facility and site have been deep cleaned and cleared of any construction debris
- G. All spaces are ready for its intended use by the Owner.

The Design-Builder shall be expected to maintain the facility even if the conditions of the Substantial Completion Date have been met, until achieving Final Completion. The responsibility of maintaining the facility is part of the \$51M design and construction budget as referenced in Section 1.3. Maintenance shall be done according to the Maintenance and Operations Plan that will be developed during the Design Phase.

Item No. 2: Section 2.11.3 of the RFP is hereby revised as follows:

2.11.3 Award Fee Determination. The Design-Builder shall be entitled to the At-Risk Portion as follows:

- a) If a GMP is agreed upon by the Design-Builder and the Department within eight (8) months after issuance of the NTP and the GMP is less than the Project Budget as set forth in Section 1.3, the Design-Builder shall earn Twenty Five percent (25%) of the At-Risk Portion (i.e. 10% of the Design-Build Fee).

b) The Design-Builder shall be eligible to earn up to Twenty Five percent (25%) of the Award Fee Pool based on the overall level of quality of the Project as delivered (such amount, the “Quality Incentive Amount”). Entitlement to this portion of the Award Fee Pool shall be determined by an award fee committee (the “Award Fee Evaluation Committee”), which will be appointed by the selected Offeror and the Department within sixty (60) days after award. The Award Fee Evaluation Committee will consist of: (i) the Department’s Deputy Director for Capital Construction; (ii) a senior representative from DCPS; and (iii) a senior member of the Program Management team that is not involved in the day-to-day management of this Project that is acceptable to both the Department and the Design-Builder. Upon Substantial Completion, the Award Fee Evaluation Committee shall inspect the Project and assess the overall appearance, functionality and level of quality found in the Work. In making this determination, the Award Fee Evaluation Committee shall endeavor to reach a consensus among its members and ascribe one of the following four words to the overall success of the design intent: poor, fair, good, or excellent. If the panel determines that the overall level of success was poor, then the panel shall award Zero Dollars (\$0); if the panel determines that the overall level of success was fair, then the panel shall award one third (1/3) of the Construction Quality Incentive Amount; if the panel determines that the overall level of success was good, then the panel shall award two thirds (2/3) of the Construction Quality Incentive Amount; and if the panel determines that the overall level of success was excellent, then the panel shall award all of the Construction Quality Incentive Amount. In the event the panel cannot reach consensus, then each member of the panel shall make a determination and the three such determinations shall be averaged with poor equating to 0% of the Construction Quality Incentive Amount, fair equating to 33% of the Construction Quality Incentive Amount, good equating to 67% of the Construction Quality Incentive Amount, and excellent equating to 100% of the Construction Quality Incentive Amount.

c) If the Design-Builder achieves Substantial Completion of the Project as stated in Section 1.5, the Design-Build Fee and the final amount due to the Design-Builder (inclusive of the Preconstruction Fee, the Design Budget, the earned portions of the Award Fee, the Base Design-Build Fee and the Cost of General Conditions) is less than One Hundred Three percent (103%) or the GMP as originally established, the Design Builder shall earn Twenty Five percent (25%) of the At Risk Portion (i.e. 10% of the Design-Build Fee). Entitlement to this portion of the Award Fee Pool shall be based on the outcome of the Project. For the avoidance of doubt, the Design-Builder shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver within the (103%) cost goal was caused by DCPS, the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure.

d) If the Design-Builder achieves Substantial Completion of the Project as stated in Section 1.5 on time the Design-Builder shall be entitled to receive Five percent (5%) of the At-Risk Portion (i.e. 10% of the Design-Build Fee). Entitlement to this portion of the Award Fee Pool shall be based on the outcome of the Project. For the avoidance of doubt, the Design-Builder shall not be entitled to earn such portion of the Award Fee Pool even if the failure to deliver on-time was caused by DCPS, the Department, delays resulting from the permitting or zoning process, or an event of Force Majeure.

Item No. 3: Section 2.15.2 (n) is hereby revised as follows:

Delete (n) **Prolog submissions** and Replace with: (n) **ProjectTeam Submissions**

By: Eric Njonjo
Eric Njonjo
Contracting Officer

Date: 9/24/2021