



REQUEST FOR QUALIFICATIONS (RFQ)
COLVILLE TRIBAL FEDERAL CORPORATION (CTFC)
12 TRIBES LAKE CHELAN CASINO HOTEL
Addendum 1
Date of RFQ Addendum – March 31, 2023



Notice to all Proposers:

The Request For Qualifications (RFQ) is modified as set forth in this Addendum. The original RFQ Documents remain in full force and effect, except as modified by this Addendum, which is hereby made part of the RFQ. Proposers shall take this Addendum into consideration when preparing and submitting your Statement Of Qualifications (SOQ). The following questions have been asked during this solicitation; the responses are as follows:

Questions / Responses:

Q: We would like to ask if the CTFC would be willing to provide a project specific limited waiver of sovereign immunity for the project?

R: Upon selection of the Finalists CTFC would consider negotiating a project specific limited waiver of sovereign immunity.

Q: May we have a copy of the master plan for the project?

R: Portions of the master plan may be provided to Finalists in the RFP.

Q: May we have a list of the firms proposing on the project?

R: We're not currently supplying lists of interested design-builders.

Q: Is the intent of the section [RFQ Section 1.1.9.B] to mean that if some of our design-build team are from qualified certified tribally owned firms that we would qualify for the full fifteen percent of available points? Or is the intent of this section to mean that the full fifteen percentage of available points would only be given to design-build teams where the general contractor and/or architect are from qualified certified tribally owned firms?

R: Indian preference points are available to qualified certified firms. The points are available to the Design-Builder; individual, company or joint-venture, the business entity that would ultimately enter into Contract with CTFC. The Design-Builder shall subsequently solicit subcontractors in compliance with the requirements for subcontracting found in the Colville Tribal Law and Order Code - Title 10.

Q: Does the Colville tribe have a TERO program and will be reaching out to Native owned (NAOB) companies to help facilitate the construction portion of this new project?

R: Yes, the Colville tribe TERO website is here; <https://www.colvilletribes.com/tero>. This RFQ has been posted on the TERO site, and Title 10 of the Colville Tribal Law and Order Code will be followed for the Project.



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- DBIA 535 – General Conditions
 - Q: 5.3 Builder’s Risk Insurance – Article 5.3.3 states that the Owner shall provide Design-Builder with evidence of insurance, but since this is under the Builder’s Risk Insurance article and the Design-Builder is providing this policy under Article 5.3.1, this should read Design-Builder. Please clarify. If so, this article will need to be reworked to reflect the correct parties.
 - R: The Builder’s Risk Insurance will be purchased by whichever entity, Owner or Design-Builder, that can obtain the best coverage most economically. This Article can be cleaned up in the updated draft DBIA 535 that will be provided in the RFP. However, ultimately procurement of the Builder’s Risk insurance will be negotiated during contracting.
 - Q: 5.3 Builder’s Risk Insurance – Article 5.3.3 states that the Builder’s Risk policy is to remain in effect until final payment is received from the Owner. These policies typically expire upon substantial completion, not final completion, as it is extremely expensive and difficult to maintain these policies once the Owner has possession of the project. Typically the Owners property policy takes over at substantial completion. Please advise if this can be modified to reflect the builder’s risk policy to expire at substantial completion?
 - R: This can be modified to reflect the builder’s risk policy to expire on the date of substantial completion. This revision will occur in the updated draft DBIA 535 that will be provided in the RFP.
- Insurance Exhibit – Replace Insurance Exhibit B1 with the attached revised Exhibit.
 - In addition to the edits indicated in response to the questions below, some additional edits were made to the B1, thoroughly review the revised Exhibit.
 - Q: 1.1 Insurance Types and Limits – The limits for the Commercial General Liability are set higher than most firms carry, but can be met in combination with the Excess Liability Insurance. Is this acceptable?
 - R: It is acceptable for the Commercial General Liability limits to be met in combination with the Excess Liability Insurance.
 - Q: 1.1 Insurance Types and Limits – The same applies to the Professional Errors and Omissions limits. They can also be met in combination with the Excess Liability Insurance. Is this acceptable?
 - R: It is acceptable for the Professional Errors and Omissions limits to be met in combination with the Excess Liability Insurance.
 - Q: 1.1 Insurance Types and Limits – Contractor’s Protective Liability Policy – Our agent is recommending removing this requirement. It is in addition to the Commercial General Liability policy already required where the Owner is an additional insured. It provides coverage for the Owner’s ongoing operations which is already covered in the GL, but for additional costs because it is project-specific. We don’t have an idea of costs yet for this policy, but are inquiring with our agent.



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- R: The Owner chooses to maintain this as-is on the Insurance Exhibit.
- Q: 2.1 Coverage Parameters and Endorsements – Under Article 2.1.1, request to strike or add specifics to clarify the last sentence “Endorsements excluding, restricting, or limiting coverage....”. Every policy is subject to terms, conditions, limitations and exclusions. This statement as written is too broad to comply with.
- R: Requested modification is acceptable, sentence has been deleted as suggested. B1 has been revised accordingly.
- Q: 2.1 Coverage Parameters and Endorsements – Under Article 2.1.3, request to modify to read “...ISO Commercial Automobile or Truckers or equivalent Policy....”.
- R: Requested modification is acceptable, B1 has been revised accordingly.
- Q: 2.1 Coverage Parameters and Endorsements – Under Article 2.1.4, request last sentence be modified to read “...underlying policies and must comply with the requirements of this agreement.”
- R: Requested modification is acceptable, striking “~~be as broad as the underlying policies~~” and replacing with “comply with the requirements of this agreement”, B1 has been revised accordingly.
- Q: 3.1 Additional Insureds – Under Article 3.1.1, request to strike “If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder’s Contractor’s Pollution Liability or worker’s compensation/employer’s liability policies of insurance”. Additional insured is not commercially available under a worker’s compensation policy.
- R: Requested modification is acceptable, B1 has been revised accordingly.
- Q: 3.1 Additional Insureds – Under Article 3.1.1, please list other policies that will require Owner be listed as an additional insured per the last sentence.
- R: B1 has been revised accordingly, listing: Auto, umbrella, and employer liability; required by Contract.
- **Attachment 7, Exhibit C – Phase 1 and Phase 2 Scope of Work**
 - Q: 1.02.G Does the owner prefer any specific programs or file formats?
 - R: The Owner will look for the Design-Builder to provide recommendations based on their expertise with typical software within the industry. For project scheduling, Oracle Primavera P6 is recommended. An updated Draft Exhibit C will be provided with the RFP.
 - Q: 2.03.F It appears the last sentence of the paragraph was cut off. Please clarify if there is more to include in this clause.
 - R: Thank you, less to include; the final sentence of that section, “~~Design-Builder~~” should have been deleted. An updated Draft Exhibit C will be provided with the RFP.



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- Q: 2.03.G Does the owner have specific criteria for the Revit model to accommodate its intended future use? Is there a missing sentence in this clause?
- R: Thank you, additional text should have been struck from that section, delete, "~~Design-BuilderDesign-BuilderDesign-Builder~~". With respect to criteria for the BIM model, the Owner will look for the Design-Builder to provide recommendations based on their expertise with typical software and standards within the industry. An updated Draft Exhibit C will be provided with the RFP.
- Q: 3.01.B What are the owner's BIM standards?
- R: The Owner will look for the Design-Builder to provide recommendations based on their expertise with typical software and standards within the industry. An updated Draft Exhibit C will be provided with the RFP.
- Q: 4.02 Definitions – The definition for "Self-performed Construction Work" states that this is work normally performed by a subcontractor. Shouldn't this be work normally performed by the Design-Builder? Please clarify.
- R: The definition for "Self-performed construction Work" will be revised for clarity in an updated Draft Exhibit C that will be provided with the RFP. The definition is intended to be: "Self-performed construction Work means all construction Work performed by the Design-Builder (Prime (General) Contractor), excluding: design, pre-construction services, construction management, Allowance Items and Allowance Values set forth in Section 6.4.1 of the Agreement, and Lump Sum General Conditions Costs set forth in Section 6.4.5 of the Agreement."

End of Addendum 1

Insurance Exhibit – B 1

Design-Builder's Insurance Requirements

Document No. E-INS-I

Second Edition, 2010

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Washington, D.C.





Insurance Exhibit

Design-Builder’s Insurance Requirements

1.1 Insurance Types and Limits.

1.1.1 Design-Builder shall purchase and maintain insurance of the types, with limits of liability, containing such endorsements and subject to such terms and conditions as follows, as well as Article 5 of DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2022 Edition):

Type of Insurance minimum carrier rating of A7 per AM Best	Minimum Limits Required <i>Per Claim/Occurrence</i>	Minimum Limits Required <i>Aggregate Policy Limits</i>	Maximum Deductible
1. Worker’s Compensation	Statutory Limits	Statutory Limits	Acceptable to Owner
2. Employer’s Liability (Bodily Injury by Accident)	\$1,000,000	\$1,000,000	(see above)
3. Commercial General Liability	\$3,000,000	\$6,000,000	(see above)
4. Contractor’s Protective Liability (if applicable)	\$2,000,000	\$2,000,000	(see above)
5. Commercial Automobile Liability	\$2,000,000	\$2,000,000	(see above)
6. Professional Errors and Omissions pursuant to Section 1.3 (A) and 1.3 (B) below (per claim/aggregate) providing coverage for services performed by the named insured and any person or entity for whom the named insured is responsible	\$5,000,000	\$5,000,000	(see above)
7. Contractor’s Pollution Liability including coverage for microbial matter (if applicable)	\$2,000,000	\$2,000,000	(see above)
8. Umbrella Excess Liability Insurance	\$10,000,000	\$10,000,000	(see above)
9. Builder’s Risk	per 5.3 of General Conditions	per 5.3 of General Conditions	(see above)

1.1.2 The insurance required by this Section 1.1.1 shall be written for not less than limits of liability specified in the table above or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of Final Payment.

1.1.3 IDENTIFY IN ITEM 6 OF THE ABOVE-REFERENCED INSURANCE MATRIX WHETHER 1.1.3(A) OR 1.1.3(B) IS TO APPLY.

1.1.3(A) Professional Liability Insurance Is To Be Provided By Design Consultant. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design Consultant. *[Note: Even if this coverage part is selected, the Design-Builder should consider obtaining its own professional liability coverage.]*

The professional liability policy required pursuant to Section 1.1.3(A) above shall be written on a Project specific basis and the policy premium shall be paid by Owner.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design Consultant.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design Consultant's practice policy and shall include in the Design Consultant Agreement a provision requiring the Design Consultant to give the Design-Builder 30 Days written notice of any cancellation or non-renewal.

1.1.3(A).1 The only permissible exclusion, limitation or restriction with respect to construction means, methods and techniques is one that applies to the implementation of such construction means, methods, techniques, sequences, or procedures by the Design Consultant or any person or entity providing design or other professional services as its Sub-Consultant. This exclusion is permissible only if such entities are not performing any construction activities. Notwithstanding the above, a Design Consultant's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences or procedures.

1.1.3(A).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(A).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design Consultant.

1.1.3(A).4 The policy must provide coverage for damages resulting from delays, including delays in project completion and cost overruns that result from the rendering or failure to render professional services.

1.1.3(A).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design Consultant then it is the responsibility of Design Consultant to ensure that such person or entity provide Design-Builder and Design Consultant with evidence of insurance to comport with this Exhibit.

1.1.3(A).6 Waiver of subrogation is to be provided in favor of Design-Builder and its officers, directors and employees, and (if commercially available) Owner and its officers, directors and employees.

1.1.3(B) Professional Liability Insurance Is To Be Provided By Design-Builder. Such policies must provide coverage for the scope of professional services to be provided by or on behalf of the Design-Builder.

The professional liability policy required pursuant to Section 1.1.3(B) above shall be written on a Project specific basis and the policy premium shall be paid by Owner.

The requirement for professional liability coverage on this Project shall be the standard form practice policy provided by Design-Builder.

Design-Builder shall provide Owner with prior written notice of any cancellation or non-renewal of the Design-Builder's practice policy.

1.1.3(B).1 The Design-Builder's policy cannot contain any restriction, limitation or exclusion pertaining to construction means, methods, techniques, sequences or procedures except that the professional liability policy can exclude, limit or restrict coverage for claims, but only to the same extent that such coverage is provided by the Design-Builder's valid and collectible commercial general liability/umbrella excess liability policies. Notwithstanding the above, a Design-Builder's professional liability policy also cannot contain any restriction, limitation or exclusion pertaining to the design of construction means, methods, techniques, sequences, or procedures.

1.1.3(B).2 Any exclusion, limitation or restriction related to Products or Product Design must be modified so as to provide coverage for goods or products installed.

1.1.3(B).3 Faulty Work exclusion, limitation or restriction can only be applicable to the work self-performed by the Design-Builder.

1.1.3(B).4 The policy must provide coverage for damages resulting from delays, including delays in project completion, and cost overruns that result from the rendering or failure to render professional services.

1.1.3(B).5 If any portion of the design or other professional service is to be performed by any person or entity other than Design-Builder then it is the responsibility of Design-Builder to ensure that person or entity provide Design-Builder with evidence of insurance to comport with this Exhibit.

1.1.3(B).6 Waiver of subrogation is to be provided in favor of Design-Builder and Owner (if commercially available) and their respective officers, directors and employees.

1.1.4 Any coverage required to be maintained after Final Payment shall be identified below.

- Additional insured endorsements listed on Commercial General Liability, including completed operations coverage.
- Additional insured endorsements listed on Professional Liability, including Contractor's Protective Liability, if applicable.
- Additional insured endorsements listed on Umbrella Coverage.

Such coverages shall be maintained in continuity for a minimum of six (6) years after Substantial Completion with certificates presented to Owner ten (10) days prior to annual renewal and upon change of carrier.

2.1 Coverage Parameters and Endorsements.

2.1.1 Commercial General Liability Insurance shall be written on an occurrence basis, utilizing standard current ISO form or equivalent.

2.1.1.1 Acceptable professional liability exclusions to the Design-Builder's commercial general liability insurance are limited to ISO endorsements CG 2280 or CG 2279 or their equivalent.

2.1.2 General Liability, Automobile Liability, Worker's Compensation/Employers Liability and Umbrella Excess Liability policies shall each include the following endorsements:

2.1.2.1 Unintentional Errors and Omissions Endorsement

2.1.2.2 Notice of Occurrence Endorsement

2.1.2.3 Knowledge of Occurrence Endorsement

2.1.3 Commercial Automobile Liability coverage shall be provided by standard ISO Commercial Automobile or Truckers Policy covering all Owned, Non-Owned and Hired Vehicles.

2.1.4 Umbrella/Excess Liability must schedule Commercial General Liability, Automobile/Truckers Liability and Employers Liability as underlying policies. The Umbrella/Excess Liability policies shall be written in accordance with the scheduled underlying policies and must comply with the requirements of this agreement.

2.1.5 Contractors Pollution Liability shall either be written on an occurrence or claims-made basis. If written on a claims-made basis, the policy must comport to Section 4.1.5.

2.1.5.1 The policy is to provide coverage for off-site transportation by all applicable modes of conveyance. When required, coverage is also to be provided for claims involving materials removed from the site and brought to off-site disposal, treatment and storage facilities.

2.1.5.2 Any restriction, limitation, or exclusion related to Naturally Occurring Substances must be modified so as not to apply to microbial matter and the release of such Naturally Occurring Substances as a result of the performance of Operations.

3.1 Additional Insureds

3.1.1 Owner and Owner's officers, directors and employees shall be included as an additional insured on general liability, umbrella/excess and automobile liability policies of insurance required above of the Design-Builder and its Subcontractors and Design Consultants at any tier. If required, as set forth above, Owner shall also be included as an additional insured on the Design-Builder's Contractor's Pollution Liability insurance. No person shall be named as an additional insured on any professional liability policy. Any coverage granted to an additional insured shall be primary and that coverage independently carried by an additional insured shall not contribute. Design-Builder shall furnish to Owner a copy of all Certificates of Insurance showing the Owner as additional insured as set forth above. Design-Builder shall require Subcontractors and Design Consultants of any tier to furnish such certificates, and upon request of the same will furnish them to the Owner. Owner shall not be an additional insured on any other of Design-Builder's policies except for those which are specifically listed below: *Auto, umbrella, and employer liability; required by Contract.*

3.1.2 Each of the policies designated in section 3.1 is to provide a waiver of subrogation in favor of those persons or entities included as additional insureds. A waiver of subrogation is also to be provided to such entities under Worker's Compensation/Employer's Liability policies where allowed by law.

3.1.3 Additional Insured coverage provided under the Commercial General Liability/Umbrella/Excess and, if applicable, Design-Builder's Contractor's Pollution Liability policies, shall cover both the premises/operations and completed operations hazards.

4.1 Terms and Effective Dates.

4.1.1 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.1.2 If the Contractor's Pollution Policy is made on a claims-made basis, the policy date or Retroactive Date shall predate the Agreement. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after Final Payment is made.

4.1.3 Professional Liability coverage shall be retroactive to the date that professional services first commenced.

4.1.4 n/a

4.1.5 All Claims-Made Policies must: (a) permit reporting of circumstances that could give rise to a claim; and (b) provide coverage for post-expiration claims resulting from such circumstances.

4.1.6 List here any coverage required to be maintained after Final Payment:

- Additional insured endorsements listed on Commercial General Liability, including completed operations coverage.
- Additional insured endorsements listed on Professional Liability, including Contractor's Protective Liability, if applicable.
- Additional insured endorsements listed on Umbrella Coverage.

Such coverages shall be maintained in continuity for a minimum of six (6) years after Substantial Completion with certificates presented to Owner ten (10) days prior to annual renewal and upon change of carrier.

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Contact us



Design-Build Institute of America
1331 Pennsylvania Ave. NW, 4th Floor
Washington, DC 20004

(202) 682-0110
dbia@dbia.org