REQUEST FOR DESIGN-BUILD PROPOSALS
The University of Washington, herein “University”, amends its Request for Design-Build Proposals and any and all previously published addenda to the RFP as indicated herein below:

ADDENDA ITEMS


Add at end of paragraph 2.a.:

By submitting this qualification statement, the proposer agrees to make this information and all relevant supporting information, documents, ledgers, computer files, etc. available to representatives of the Owner, in the proposer’s place of business during normal business hours and upon reasonable notice. The purpose of this additional investigation of the proposer’s financial and corporate information is to assure the Owner, bond underwriters and bond insurers that the proposer has the financial capacity to assume the risks inherent in the Agreement.

2-2. Re: Contract Requirements, Chapter 00500 – Agreement and Conditions of the Contract, Standard Form of Agreement Between Owner and Design-Builder – Lump Sum, Article 5.4 Liquidated Damages.

Omit this paragraph in its entirety and substitute:

5.4 **Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages, however, it could be difficult to determine the amount of such damages, which could include, for example, personnel and overtime costs, transportation costs, consultant fees, governmental fees, storage costs, portable rental costs, loss of use, loss of rent, and lost opportunities. Consequently, Design-Builder agrees that the amount described in this section is a reasonable estimate of loss and that Design-Builder shall pay Owner the amount described in this section as liquidated damages. Design-Builder agrees that if Substantial Completion is not attained by Scheduled Substantial Completion Date (the “LD Date”), Design-Builder shall pay Owner **One Thousand Dollars ($1,000.00)** as liquidated damages for each day up to one-hundred eighty (180) calendar days that Substantial Completion extends beyond the LD Date. Thereafter, Design-Builder shall pay Owner **Two Thousand Five Hundred Dollars ($2,500.00)** as liquidated damages for each additional day that Substantial Completion extends beyond the LD Date.
2-3. **Re: Contract Requirements, Chapter 00500 – Agreement and Conditions of the Contract,**
*Standard Form of General Conditions of Contract Between Owner and Design-Builder,*
**Article 8.2 Delays to the Work, Subparagraphs 8.2.1.1 and 8.2.1.2.**

Omit paragraphs 8.2.1.1 and 8.2.1.2 in their entirety and substitute the following paragraphs:

8.2.1.1 If Design-Builder is delayed in the performance of the Work due to acts or omissions of Owner or anyone under Owner's control (including separate contractors), Owner directed changes in the Work, Differing Site Conditions, and Hazardous Conditions existing on site prior to the commencement of the Construction, the Contract Time for performance, limited to the change in the actual critical path of Design-Builder's Construction Schedule directly caused thereby, shall be reasonably extended by Change Order.

8.2.1.2 Under no other circumstances shall the Design-Builder be entitled to an extension of the Contract Time, including but not limited to other acts, omissions, conditions, events, or circumstances, even if they are beyond its control and due to no fault of its own or those for whom Design-Builder is responsible. By way of example, events that shall not entitle Design-Builder to an extension of the Contract Time include: change of law, wars, floods, industry-wide labor disputes, unusual and unexpected delay in transportation, epidemics abroad, earthquakes, adverse weather conditions of any kind, and other acts of God. Design-Builder shall not be entitled to any adjustment in the Contract Time, Design-Builder's Construction Schedule, or the Contract Price, or to any additional payment of any sort by reason of the loss or use of any float time, including time between Design-Builder's anticipated completion date and end of the Contract Time, whether or not the float time is described as such on Design-Builder's Construction Schedule.

QUESTIONS & ANSWERS

2-1. **Why do the liquidated damages for delay increase to $2,500/day after 180 days.**

The project will be financed by 63-20 bonds where a non-profit entity sells tax free bonds and assumes the role of Lessor. The University becomes a tenant, and as such has no financial obligations for the project other than the lease payments. By the terms of its lease agreement, the University will not make lease payments to the Lessor earlier than an agreed date (approximately 180 days after the scheduled date of substantial completion), conditioned on the availability of the project for occupancy (occupancy permit). The non-profit Lessor has no funds other than the proceeds of the bond sale and must require the design-builder to assume the risk of completion. The University will be liable for any delays it may cause for its own changes to the work and for differing site conditions, including preexisting hazardous site conditions.

2-2. **Is the Substantial Completion Date (15 MAR 07) fixed, or can the proposer propose another date for completion?**

All proposers must base their proposal on the Substantial Completion Date and the Contract Time specified in the RFP.

However, the University intends to seek the advice of the Best and Final Proposers on a reasonable schedule for Substantial Completion that takes into consideration the completion delay risks assumed by the Design-Builder in the Agreement. Prior to the scheduled date for receipt of Best and Final Proposals, the University will amend the RFP’s Project Schedule and the Contract Time to reflect the schedule recommendations of the proposers.
2-3. **Who will administer the design-build contract?**

Disregard Q&A 1-14 in Addendum No. 1.

The University’s Capital Projects Office will continue to administer the design-build contract after the agreement has been assigned to the Lessor. The Lessor, upon receipt of a UW CPO approved Design-Builder’s Application for Payment for work completed, will be responsible for payment within the time limits specified in the agreement. The CPO will act as the owner’s (Lessor’s) representative with respect to the design-build contract.

2-4. **Does the entire team need to complete a Form 330, or just the prime?**

The U.S. Government Standard Form 330: Architect – Engineer Qualifications (Part I and Part II) should be completed by the proposer’s architect-of-record, and should include the required information for its architectural, engineering, landscape and other subconsultants on the design team. Only one completed Form 330 is needed from each proposer. If design-build subcontractors are included on a proposer’s team at the Initial Proposal phase, their professional qualifications should be included on Form 330.

2-5. **Performance and Payment Bonds: Do all team members need to secure a letter from surety or agent indicating the proposer (not just builder?) has capacity to provide performance and payment bonds up to $15M each?**

Only the prime proposer must submit a letter from its surety. The prime proposer, regardless whether it is a builder, developer or design professional, must provide evidence to the University that it has the ability to provide a performance bond and a payment bond, both in the amount of $15 million. The bonds must be provided by the prime in its own name, e.g. in the name of the builder, or in the name of the joint venture or the developer if the prime is not the builder. Only one letter from a surety or its agent is necessary to confirm bonding capability.

2-6. **Must we provide a letter from insurance agent that proposer maintains or can acquire insurance policies and coverages specified in agreement, or can we simply provide a copy of our insurance document?**

Certificates of insurance or other documentary evidence of insurance will be acceptable in lieu of a letter from the proposer’s insurance agent.

2-7. **Is there a specific binder color, size, etc.?**

Notebooks containing the Initial Proposal may be any color or size (thickness), but must be three-ring type and of a size appropriate for 8.5 inch by 11 inch contents. Material must be in a portrait format (not landscape) and text shall not be smaller than 10 point (except for footnotes, etc.).

2-8. **Do you want brochures from just the builder and architects or other engineers such as structural, M/E/P - were do we stop?**

The number and source of brochures from the builder and design team members is entirely at the discretion of the proposer; however, brevity is a virtue.

2-9. **The logistics of printing 25 copies of the proposal notebooks are difficult. Can the University reduce the number of copies required, or delay the submittal deadline for the notebooks?**

The submittal requirement for the Initial Proposal notebooks is reduced to 15 copies. Submit one hard copy of the proposal notebook and a CD copy by the deadline in the project schedule. The remaining 14 copies are due 48 hours later.

**END OF ADDENDUM NO. 2**