



**University of Colorado at Boulder  
Housing and Dining Services**

**Design- Build Technical Criteria  
Andrews Hall Renovation - PR 002504  
Addendum No. 5  
March 4, 2008**

1. In regards to the **Technical (Design)/Cost Proposal Presentations**: It has been decided that the Technical/Cost presentation schedule will be revised and each D/B team will be limited to one hour and fifteen minutes. At the end of the the D/B presentation (45 min.) the selection team will take 5 minutes to discuss issues and questions that need answers. After this short break, the Question & Answer session will begin. The selection committee will use the afternoon to review the Technical/Cost proposals and make the final D/B Team selection. The revised schedule is listed below:

[Revised schedule for Monday, March 10<sup>th</sup>, Location RL-2 Room 321](#)

8:15-9:30 am - Turner Construction with Davis Partnership  
9:45 - 11:00 am - Kiewit Building Group with Bennett, Wagner & Grody Architects  
11:15 - 12:30 pm - Shaw Construction with Sink Comb Dethlefs  
**12:30-1:30 pm - LUNCH**  
1:30 - 5:00 pm – review of proposals and D/B Team selection discussions

Notification of final selection is to be made on March 12<sup>th</sup> or before.

2. The selected Design/Build Team will be expected to make a Schematic Design Presentation to the DRB on Friday, February 14<sup>th</sup>. This change has been made possible by the scheduling of a special DRB meeting in March. This additional DRB meeting has the potential of shortening the design process for the selected team by as much as two months.

On Monday, March 10<sup>th</sup> at the time of the Technical /Cost presentation, each team will be **required** to provide eight (8) copies of a DRB submittal in an 11x17 format. Submittals should be appropriate for Pre-Design/Conceptual Design approvals. The selected team will also be requested to provide presentation boards with the information for the DRB meeting. The DRB meeting is to be held on the on the CU Boulder campus, LASP Building, 1234 Innovation Drive. The time of the Andrews Hall DRB presentation will be announced on Monday. Additional requirements regarding the DRB process and submittal requirements can be found at <http://fm.colorado.edu/planning/Glossary/documents/FinalProcedures.pdf>.

3. A revised cost proposal and bid bond form is attached. Please use these forms in lieu of the forms in the initial RFP.

**COST PROPOSAL FORM**

**University of Colorado at Boulder**

**Base Cost Proposal:**

	<u>Amount</u>	<u>DOLLARS ( \$ )</u>
<hr/>		
PROJECT NO. <u>W151530</u>	<b>Alternates and Unit Price Cost proposal Form Attached <input type="checkbox"/> Yes <input type="checkbox"/> No</b>	
PROJECT TITLE: <u>Andrews Hall Renovation</u>	<b>Receipt of Addenda Nos.</b> _____	<b>Is Acknowledged</b>
	<b>Time of Completion</b> _____	<b>(calendar days)</b>
	<b>IF APPLICABLE:</b>	
	<b>Time Period from Substantial Completion to Final Acceptance</b>	
	_____	<b>(calendar days)</b>

1. **COST PROPOSAL:** Pursuant to the advertisement by the State of Colorado dated \_\_\_\_\_, the undersigned offeror hereby proposes to furnish all the labor and materials and to perform all the work required for the complete and prompt execution of everything described or shown in or reasonably implied from the RFP, including the Design / Build Criteria, and the Technical (Design) / Cost Proposal for the work and for the Base Cost Proposal indicated above. Proposals should include all taxes that are applicable.
2. **EXAMINATION OF DOCUMENTS AND SITE:** The offeror has carefully examined the RFP, including the Design / Build Criteria, and has examined the site of the work, so as to make certain of the conditions at the site and to gain a clear understanding of the work to be done.
3. **PARTIES INTERESTED IN PROPOSAL:** The offeror hereby certifies that the only persons or parties interested in this Proposal are those named herein, and that no other offeror or prospective offeror has given any information concerning this Proposal.
4. **COST GUARANTEE:** This Cost Proposal is accompanied by the required Cost Proposal Guarantee. You are authorized to hold said Guarantee for a period of not more than thirty (30) days after the opening of the proposals for the work above indicated, unless the undersigned offeror is awarded the Contract, within said period, in which event the Director, State Buildings Programs, may retain said Cost Proposal Guarantee, until the undersigned offeror has executed the required Agreement and furnished the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance.
5. **TIME OF COMPLETION:** The offeror agrees to achieve substantial completion of the entire project within the number of calendar days entered above, and if applicable, further agrees that the period between the date of substantial completion and the date of final acceptance will not exceed the number of calendar days noted above. If awarded this work, the offeror agrees to begin work within ten (10) days from the date of the Notice to Proceed subject to Article 49, Time of Completion and Liquidated Damages of The General Conditions of the Contract, and agrees to prosecute the work with due diligence to completion. The offeror represents that Article 1 of the Design / Build Agreement has been reviewed to determine the type and amount of any liquidated damages that may be specified for this contract.
6. **EXECUTION OF DOCUMENTS:** The offeror understands that if this Proposal is accepted, he must execute the required Agreement and furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy and Certificates of Insurance within ten (10) days from the date of the Notice of Award, and that the offeror will be required to sign to acknowledge and accept the RFP, including the Design/ Build Criteria.
7. **ALTERNATES and UNIT PRICING:** Alternate and Unit Pricing shall be recorded on the Alternate and Unit Pricing Form. The offeror understands that Alternates modifying the Work and their corresponding price adjustments, and approved changes in the Work where Unit Prices apply shall be determined at the sole discretion of the State.
8. **The right is reserved to waive informalities and to reject any and all Bids.**

**(TYPE/PRINT NAME UNDER ALL SIGNATURES)**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008

(Corporate Seal)

THE OFFEROR:

ATTEST \_\_\_\_\_

\_\_\_\_\_  
Address and Phone No.

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_

**SIGNATURES:** If the Proposal is being submitted by a Corporation, the Proposal should be signed by an officer, i.e., President or Vice-President. The signature of the officer shall be attested to by the Secretary and properly sealed. If a sole proprietorship or a partnership is submitting the Proposal, the proposal shall so indicate and be properly signed.



# STATE OF COLORADO

## *Bid Bond*

PROJECT NO. \_\_\_\_\_

PROJECT:

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS,** \_\_\_\_\_ hereinafter called the "PRINCIPAL", is submitting a PROPOSAL for the above described project, to the STATE OF COLORADO, hereinafter called the "OBLIGEE".

**WHEREAS,** the Advertisement for Bids has required as a condition of receiving the Proposals that the Principal submit with the PROPOSAL GUARANTY in an amount not less than five per cent (5%) of the Proposal, which sum it is specifically agreed is to be forfeited as Liquidated Damages in the event that the Principal defaults in his obligation as hereinafter specified, and, in pursuance of which Requirement, this Bid is made, executed and delivered.

**NOW THEREFORE,** the principal ands \_\_\_\_\_

a corporation of the State of \_\_\_\_\_, duly authorized to transact business in Colorado, as Surety, are held and firmly bound unto the Obligee, in the sum of five per cent (5%) of the Principal's total bid price, lawful money of the United States for the payment of which sum, well and truly to be made to the Obligee, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**FURTHER THAT,** a condition of the obligation that the Principal shall maintain his Proposal in full force and effect for thirty (30) days after the opening of the proposals for the project, or, if the Principal's Proposal is accepted, the principal shall, within the prescribed time, execute the required Agreement, furnish the required Performance Bond, Labor and Material Payment Bond, Insurance Policy, and Certificates of Insurance, then this obligation shall be null and void, otherwise it shall remain in full force and effect, and subject to forfeiture upon demand as Liquidated Damages.

**IN WITNESS WHEREOF** said Principal and Surety have executed this Bond, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_.

(Corporate Seal)

**THE PRINCIPAL**

\_\_\_\_\_

Address

**ATTEST:**

By \_\_\_\_\_

\_\_\_\_\_

Secretary

**SIGNATURES**

If the "Principal" is doing business as a Corporation, the Bid Bond shall be signed by an officer, i.e., President or Vice President. The signature of the officer shall be attested to by the Secretary and properly sealed.

If the "Principal" is an individual or a partnership, the Bid Bond shall so indicate and be properly signed.

(Corporate Seal)

**THE SURETY**

\_\_\_\_\_

By \_\_\_\_\_

\_\_\_\_\_

Secretary

Attorney-in-Fact

**THIS BOND MUST BE ACCOMPANIED BY POWER OF ATTORNEY, EFFECTIVELY DATED.  
FAILURE TO PROVIDE A PROPERLY EXECUTED BID BOND WITH A PROPERLY EXECUTED POWER OF ATTORNEY WILL  
RESULT IN THE BIDDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.**