

# DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

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	Notification & Confirmation of Asbestos Containing Materials (FS#13)
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Revised 08/19/09

# DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

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# DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

**Section Title**  
**Number**

**00020 NORTHERN ARIZONA UNIVERSITY  
NOTICE TO CONTRACTORS OF INTENT TO RECEIVE BIDS**

Sealed bids are being solicited by Capital Assets and Services, Office of Planning and Development, Northern Arizona University, for and on behalf of the Arizona Board of Regents, for the furnishing of all labor, material, transportation and services required for the \_\_\_\_\_ on the Campus of Northern Arizona University, Flagstaff, Arizona, in accordance with the plans and specifications on file at Capital Assets and Services, Office of Planning and Development.

Bids will be received at Capital Assets and Services, Building #77, Administrative Services, Room 108, Northern Arizona University, Flagstaff, Arizona, until \_\_\_\_\_. Bids will be opened publicly directly thereafter and read aloud in the Planning & Development conference room 108. A pre-bid Conference will be held at \_\_\_\_\_ in the Planning and Development Conference Room 108.. Plans and Specifications for the proposed work may be inspected at Capital Assets and Services, Administrative Services, Room 108, or two copies may be obtained by General Contractors from that office by making a non-cash deposit of \$\_\_\_\_\_ per set. The deposit will be refunded upon the return of the plans and specifications, only if in good condition, within **10** working days after the bid opening. Additional copies for General Contractors and any subcontractor copies are available on a non-refundable basis.

A certified check, cashier's check or NAU Bid Bond Form FS#9 for ten percent (10%) of the amount of bid, must accompany each proposal, as a guarantee that the Contractor will enter into a contract to perform the proposal in accordance with the plans and specifications or as liquidated damages in the event of failure or refusal of the Contractor to enter into the contract. Checks or bonds will be returned to the unsuccessful bidders, and to the successful bidder upon the execution of a satisfactory bond and contract, as prescribed by Arizona Revised Statutes.

The Contractor, to whom the contract is awarded, shall, after receipt of Notice of Intent to Award, furnish to the aforesaid Board of Regents a satisfactory performance and payment bond in an amount equal to one hundred percent (100%) of the full amount of the proposal, such bond not to be expressly limited as to time in which action may be instituted against the surety company for possible nonperformance of the Contractor. Bonds must be from a corporate surety company licensed to issue surety bonds in the State of Arizona. Individual sureties will not be accepted.

Work shall commence immediately after receipt of Notice to Proceed and shall be substantially complete **within \_\_\_\_\_ calendar days**, and shall be final complete **within \_\_\_\_\_ calendar days** from the date of substantial completion. Bonds and insurance certificates must be submitted and approved prior to commencement of work.

The Board of Regents reserves the right to reject any or all proposals, to waive or decline to waive irregularities in any bid, or to withhold the award for any reason it may determine, and also reserves the right to hold any or all bids for a period of **60** days after the date of the opening thereof. No bidder may withdraw a bid during this **60**-day period.

Women owned and minority owned firms are encouraged to apply. Persons with a disability may request a reasonable accommodation by contacting Capital Assets and Services, (928) 523-4227.

ARIZONA BOARD OF REGENTS  
By \_\_\_\_\_ Fred Boice \_\_\_\_\_  
President

Project should be addressed to:  
NAU Planning and Development  
Attention: (Project Manager)  
PO Box 6016  
Flagstaff, Arizona 86011  
Phone: (928) 523.5891  
Facsimile: (928) 523.9441  
Email address: \_\_\_\_\_

**Publication Date:** \_\_\_\_\_

Revised 08/19/09

# DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

**Section Title  
Number**

## **00050 NORTHERN ARIZONA UNIVERSITY REQUIRED STANDARD FORMS**

Included below is a list of the required standard forms that are required to be submitted with a bid and used over the life of the project. The required Bid Forms, Bonds and Insurance forms are included on the pages that follow. Other forms or additional copies are available through the office of Capital Assets and Services. When making requests for additional forms please refer to them by reference number as identified below.

### **Required Standard Project Forms**

#### **Bid:**

1. Form of Proposal (FS#1)
2. Bid Bond (FS #9)
3. Notification & Confirmation of Asbestos Containing Materials (FS#13)
4. Contractor Statement of Qualifications (FS#2)
5. Subcontractor List (FS#3)

#### **Contract:**

1. Performance Bond (FS#4)
2. Payment Bond (FS#5)
3. Certificate of Insurance (FS#6)
4. Security in Lieu of Retention Letter (FS#7)
5. Agreement for Substitute Security (FS#8)

#### **Construction:**

1. Contractor Pay Application (2 sheets) (FS#11)
2. Construction Change Proposal Request (FS#12)
3. Construction Change Directive (FS#16)
4. Change Order (FS#14)
5. Inspection Record (FS#15)
6. Key Request (FS#10)

#### **Project Closeout:**

1. Certificate of Substantial Completion (FS#81)
2. Project Warranty (FS#80)
3. General Contractors Lien Release (FS#89)
4. All Subcontractor and Supplier Lien Releases (FS#84)
5. Conditional Lien Release (FS#85)
6. Consent of Surety (FS#87)
7. Final Subcontractor List (FS#82)
8. Asbestos Non-Use Certificate (FS#83)
9. Schedule of Required Maintenance (FS#88)

Copies of these forms may be secured by contacting:

Capital Assets and Services Department  
Planning and Development  
Northern Arizona University  
P.O. Box 5637  
Flagstaff, AZ 86011

TEL: 928-523-4227

FAX: 928-523-9441

**\*\*\* END OF SECTION \*\*\***

**Revised 08/19/09**

**FORM OF PROPOSAL (FS#1)**  
**(INSERT PROJECT NAME)**  
**NAU PROJECT NO. (INSERT PROJECT #)**

The undersigned hereby proposed, and agrees to furnish all labor, material, transportation, supervision and services necessary to complete all work as called for in the plans and specifications, and that the lump sum bid includes all applicable costs of bonds, insurance, permits, fees, and sales tax, or any applicable taxes.

We acknowledge the following addenda and have included their provisions in this proposal.

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**BASE BID:** The undersigned proposes to complete all work as required per the Specifications, and as indicated on the Drawings, in \_\_\_ calendar days, for a lump sum of:

\_\_\_\_\_ Dollars  
 (\$ \_\_\_\_\_).

**Additive Alternatives:**

**Alternate #1: (INSERT DESCRIPTION)**

\_\_\_\_\_ Dollars  
 (\$ \_\_\_\_\_).

**Alternate #2: (INSERT DESCRIPTION)**

\_\_\_\_\_ Dollars  
 (\$ \_\_\_\_\_).

Enclosed herewith is a cashier's check or Bid Bond (NAU form FS#9) made payable to the Owner in the amount of \$ \_\_\_\_\_, which is not less than 10% of the amount of the total bid proposal, as a guarantee that the undersigned will furnish required Performance Bond and Labor and Material Bond, and enter into contract, on basis of above proposal.

Undersigned further agrees that said check (or Bid Bond) shall be forfeited as liquidated damages (no penalty) if undersigned fails to enter into contract after requested to do so by Owner.

Bids shown above are valid for a period of 60 days after the date of opening bids, and may be withdrawn following that date if no contract has been awarded.

The undersigned understands that the Owner reserves the right to reject any or all bids, or to waive any informality in receipt of the above Proposal.

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning, rate of progress, and time of completion of the Work as set forth in the contract documents are of the essence of the contract. The amount of \$ \_\_\_\_\_ per calendar day will be assessed against the contract for work not completed at the Substantial completion date. Said amounts shall accrue until such time that the Work covered under this contract is complete, not as a penalty, but as Liquidated Damages.

In addition, it is mutually agreed by and between the Contractor and the Owner, the amount of \$ \_\_\_\_\_ per calendar day will be assessed against the contract for work not completed at the Final completion date. Said amounts shall accrue until such time that the Work covered under this contract is complete, not as a penalty, but as Liquidated Damages.

The Proposer hereby certifies that he/she is the holder of a valid Contractor's License in accordance with Arizona State Law and that such license classification allows the Contractor to perform the type of construction identified by these Bid Documents.

If corporation,

Seal

\_\_\_\_\_  
 Company/Corporation

\_\_\_\_\_  
 Signature Date

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Arizona License Class and Number



# NORTHERN ARIZONA UNIVERSITY

## BID BOND (FS#9)

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and \_\_\_\_\_  
(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of \_\_\_\_\_  
as Surety, hereinafter called the Surety, are held and firmly bound unto \_\_\_\_\_  
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Dollars (\$ \_\_\_\_\_),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_  
(Here insert full name, address and description of project)

NOW, THEREFORE, if the obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contractor and give such bond or bonds, it the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null. and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Surety Company) (Seal)

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Title)

**NORTHERN ARIZONA UNIVERSITY**  
**CONTRACTOR NOTIFICATION AND CONFIRMATION**  
**FOR**  
**ASBESTOS CONTAINING BUILDING MATERIALS**  
**ON THE NAU CAMPUS**

**SAMPLE ASBESTOS PAGE**

The following is a notification and confirmation for all contractors and subcontractors working at the Northern Arizona University Campus. A comprehensive asbestos containing building material (ACBM) survey is being conducted for all buildings on the NAU campus in accordance with the Occupational Safety and Health Administration (OSHA) asbestos standards 29 CFR 1926.1101 and 29 CFR 1910.1001. The following ACBMs have been identified to be present in the area of this project:

NAU is responsible for informing you of the presence of ACBMs in your project work area. This document acts as the vehicle of notifying you of ACBMs present at our NAU Campus. If ACBMs are found or suspected, stop all work immediately and contact the NAU Project Manager. By law, contractors must provide training for their employees who will be working with or near ACBMs. It is the contractor's responsibility to be knowledgeable of, and comply with, these laws.

The signature below acknowledges that you have received this information and will comply with this document and all legal requirements. If you have any questions, please contact Scott Halle Risk Management, at (928) 523-6435.

Company Name: \_\_\_\_\_

Name of Responsible Party: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**THIS PAGE MUST BE PROVIDED BY THE**  
**ASBESTOS MANAGER FOR ALL PROJECTS.**





# CONTRACTOR STATEMENT OF QUALIFICATIONS FS#2

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BY MY NOTARIZED SIGNATURE BELOW I HEREBY SWEAR THAT THE ANSWERS TO THE FOREGOING QUESTIONS AND ALL STATEMENTS HERE CONTAINED AND ATTACHED ARE TRUE AND CORRECT.

\_\_\_\_\_  
[CONTRACTOR NAME OR AGENT]

\_\_\_\_\_  
[DATE]

SUBSCRIBED AND SWORN BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

NOTARY PUBLIC: \_\_\_\_\_

MY COMMISSION EXPIRES: \_\_\_\_\_

**FAILURE TO INCLUDE THE STATEMENT OF QUALIFICATIONS WITHIN THE BID PACKET  
WILL BE CONSIDERED NON-RESPONSIVE**

Sheet 2 of  
FD#2/3-92

Revised 08/19/09

## SUBCONTRACTOR LIST FS #3

PROJECT NAME: \_\_\_\_\_

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

Proposer is to list **every** subcontractor and supplier proposed to be employed on the above project as required by the bidding documents. **All Sections of the specifications must be included below.** Any work proposed to be done by the Proposer should be listed as a line item with the word "Self" inserted under firm name. Designation of subcontractors is subject to University approval. No change in subcontractor's list will be permitted without the University's prior written consent. **Failure to provide a complete list with all information shall be considered non-responsive. Subcontractor List must be enclosed inside bid package per section 00430. All bidders must sign page 3 of this subcontractor list, even if all work will be self performed.**

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
-------------	-----------	------------------	---------

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
-------------	-----------	------------------	---------

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
-------------	-----------	------------------	---------

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
-------------	-----------	------------------	---------

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
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# SUBCONTRACTOR LIST 2 of 3 FS #3

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[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

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[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
-------------	-----------	------------------	---------

---

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

---

[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
-------------	-----------	------------------	---------

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[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

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[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
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[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
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[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
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[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
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[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
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[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
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[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
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[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
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[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
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[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
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[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
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# SUBCONTRACTOR LIST 3 of 3 FS #3

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[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
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[[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
--------------	-----------	------------------	---------

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
-------------	-----------	------------------	---------

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
-------------	-----------	------------------	---------

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

[[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
--------------	-----------	------------------	---------

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
--------	-------------	---------	------------------

[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
-------------	-----------	------------------	---------

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
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[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
-------------	-----------	------------------	---------

[WORK]	[LICENSE #]	[CLASS]	[CONTACT PERSON]
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[FIRM NAME]	[ADDRESS]	[CITY/STATE/ZIP]	[PHONE]
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I submit that the preceding is correct and current as of \_\_\_\_\_  
[BID OPENING DATE]

\_\_\_\_\_  
[COMPANY] [AUTHORIZED REPRESENTATIVE] [DATE]

**SECTION 00050 - ARIZONA BOARD OF REGENTS PERFORMANCE BOND**  
**PURSUANT TO BOARD OF REGENTS POLICY 3-804D**

**FS#4**

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_  
a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its principal office in the City  
of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly bound unto the Arizona Board of  
Regents, (hereinafter called the Oblige), in the amount of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves, and their heirs,  
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 2009, to construct and complete a certain work described as \_\_\_\_\_  
\_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at  
length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and  
fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any  
extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform  
and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract  
that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void,  
otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Board of Regents Policy Section 3-804D, and  
all liabilities on this bond shall be determined in accordance with the provisions of the section, to the same extent as if copied at length  
herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of his judgment such reasonable  
attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
SURETY SEAL

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

BY: \_\_\_\_\_

\_\_\_\_\_  
Bond Number

\_\_\_\_\_  
Agent Name & Telephone

\_\_\_\_\_  
Bonding Company & Telephone

\_\_\_\_\_  
Agent Address

\_\_\_\_\_  
Bonding Company Address

**Revised 08/19/09**

SECTION 00050 - ARIZONA BOARD OF REGENTS PAYMENT BOND  
PURSUANT TO BOARD OF REGENTS POLICY 3-804D

FS#5

(Penalty of this bond must be 100% of the Contract Amount)

KNOW ALL MEN BY THESE PRESENTS:

That, \_\_\_\_\_  
(hereinafter called the Principal), as Principal, and \_\_\_\_\_  
a corporation organized and existing under the laws of the State of \_\_\_\_\_, with its  
principal office in the City of \_\_\_\_\_ (hereinafter called the Surety), as Surety, are held and firmly  
bound unto the Arizona Board of Regents, (hereinafter called the Obligee), in the amount of \_\_\_\_\_  
\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for the payment whereof, the said Principal and Surety bind themselves,  
and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the \_\_\_\_\_  
day of \_\_\_\_\_, 2009, to construct and complete a certain work described as \_\_\_\_\_  
\_\_\_\_\_ which contract is hereby referred to and made a part hereof as fully  
and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly  
pay all monies due to all persons supplying labor or materials to him/her or his/her subcontractors in the prosecution of the  
work provided for in said contract, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Board of Regents Policy Section 3-  
804D, and all liabilities on this bond shall be determined in accordance with the provisions of the section, to the same  
extent as if copied at length herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of his judgment such  
reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
PRINCIPAL SEAL

\_\_\_\_\_  
SURETY SEAL

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Bond Number

\_\_\_\_\_  
Agent Name & Telephone

\_\_\_\_\_  
Bonding Company & Telephone

\_\_\_\_\_  
Agent Address

\_\_\_\_\_  
Bonding Company Address



**ARIZONA BOARD OF REGENTS  
CERTIFICATE OF INSURANCE**

PROJECT NAME:

NAU PROJECT #:

PRODUCER	<b>COMPANIES AFFORDING COVERAGE</b> Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an A.M. Best rating of not less than <b>A- VII</b>	<b>CURRENT A.M. BEST RATING</b>
	A	
	B	
INSURED	C	

Contractor shall furnish Northern Arizona University with certificates of insurance (ACORD form or equivalent approved by the State of Arizona). The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of endorsements are to be received and approved by Northern Arizona University before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	<u>GENERAL LIABILITY</u> COMMERCIAL GENERAL LIABILITY : OCCURRENCE				GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS-COMP/OP AGG.	\$ 1,000,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 50,000
					MED EXPENSE (Any one person)	\$ 10,000
	<u>AUTOMOBILE LIABILITY</u> : ANY AUTO				COMBINED SINGLE LIMIT	\$ 1,000,000
					BODILY INJURY (PER PERSON)	\$ 1,000,000
					BODILY INJURY (PER ACCIDENT)	\$ 1,000,000
					PROPERTY DAMAGE	\$ 1,000,000
	<u>PROFESSIONAL LIABILITY</u> <input type="checkbox"/> TYPE: _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE	\$ 1,000,000
					AGGREGATE	
	<u>EXCESS LIABILITY</u> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	
	<u>WORKERS COMPENSATION</u> <b>AND</b> <u>EMPLOYERS' LIABILITY</u>				STATUTORY LIMITS	
					EACH ACCIDENT	\$ 500,000
					DISEASE-POLICY LIMIT	\$ 1,000,000
					DISEASE-EA EMPLOYEE	\$ 500,000
	<u>BUILDERS RISK</u>				FACE AMOUNT OF CONTRACT	\$

THIS CERTIFICATE APPLIES TO ANY AND ALL PROJECTS AT NORTHERN ARIZONA UNIVERSITY. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

>THE POLICIES FOR GENERAL LIABILITY AND AUTOMOBILE LIABILITY SHALL BE ENDORSED TO INCLUDE THE FOLLOWING ADDITIONAL INSURED LANGUAGE: "THE STATE OF ARIZONA, ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES AND ITS OFFICERS, OFFICIALS, AGENTS, AND EMPLOYEES SHALL BE NAMED AS ADDITIONAL INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES PERFORMED BY OR ON BEHALF OF THE CONTRACTOR.

>IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY FOR THE PERSON OR ORGANIZATION SHOWN IN THE SCHEDULE, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR WORK FOR THAT INSURED BY OR FOR YOU. OTHER INSURANCE AFFORDED TO THAT INSURED WILL APPLY AS EXCESS AND NOT CONTRIBUTE AS PRIMARY TO THE INSURANCE AFFORDED BY THIS ENDORSEMENT.

>IT IS FURTHER AGREED THAT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

>POLICIES FOR GENERAL LIABILITY AND WORKERS' COMPENSATION SHALL CONTAIN A WAIVER OF SUBROGATION AGAINST THE STATE OF ARIZONA, ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, UNIVERSITIES & ITS OFFICERS, OFFICIALS, AGENTS, & EMPLOYEES FOR LOSSES ARISING FROM WORK PERFORMED BY OR ON BEHALF OF THE CONTRACTOR.

CERTIFICATE HOLDER/ADDITIONAL INSURED <b>NORTHERN ARIZONA UNIVERSITY THE ARIZONA BOARD OF REGENTS THE STATE OF ARIZONA</b> PLANNING AND DEVELOPMENT BOX 5637 FLAGSTAFF, AZ 86011	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY
	SIGNATURE DATE

Revised 08/19/09

**SUBSTITUTION REQUEST FORM**

TO: \_\_\_\_\_

PROJECT: \_\_\_\_\_

We hereby submit for your consideration the following product instead of the specified item for the above project:

<u>Section</u>	<u>Page</u>	<u>Paragraph/Line</u>	<u>Specified Item</u>
----------------	-------------	-----------------------	-----------------------

Proposed Substitution: \_\_\_\_\_

Attached complete product descriptions, drawings, photographs, performance and test data, and other information necessary for evaluation.

- A. Will changes be required to building design in order to properly install proposed substitution?  
Yes \_\_\_ No \_\_\_ . If Yes, explain: \_\_\_\_\_  
\_\_\_\_\_
  
- B. Will the undersigned pay for changes to the building design, including engineering and drawing costs, caused by requested substitution? Yes \_\_\_ No \_\_\_.
  
- C. What differences exist between proposed substitution and specified item?  
\_\_\_\_\_  
\_\_\_\_\_
  
- D. Does substitution affect Drawing dimensions: Yes \_\_\_ No \_\_\_ . If yes, explain. \_\_\_\_\_  
\_\_\_\_\_
  
- E. What affect does substitution have on other trades? \_\_\_\_\_  
\_\_\_\_\_
  
- F. Does Manufacturer's warranty of proposed substitution differ from that specified?  
Yes \_\_\_ No \_\_\_ If yes, explain. \_\_\_\_\_  
\_\_\_\_\_
  
- G. Will substitution effect progress schedule? Yes \_\_\_ No \_\_\_ . If yes, explain:  
\_\_\_\_\_  
\_\_\_\_\_
  
- H. Will substitution require more license fees or royalties than specified product?  
Yes \_\_\_ No \_\_\_ . If Yes, explain \_\_\_\_\_  
\_\_\_\_\_



I. Will substitution cost more than specified product? Yes \_\_\_ No \_\_\_ If yes, explain how much \_\_\_\_\_  
\_\_\_\_\_

J. Will maintenance and service parts be locally available for substitution? Yes \_\_\_ No \_\_\_. If no, explain \_\_\_\_\_  
\_\_\_\_\_

Submitted By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

For DP's Use Only: Signature

\_\_\_ Accepted

\_\_\_ Accepted As Noted

\_\_\_ Not Accepted

\_\_\_ Received Too Late

By \_\_\_\_\_

Date \_\_\_\_\_

Remarks \_\_\_\_\_

\_\_\_\_\_

# DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

**Section Title**  
**Number**

**00100 INSTRUCTIONS TO BIDDERS**

Correspondence

All correspondence relating to the project should be addressed to:

Office of Capital Assets and Services  
Planning and Development  
Northern Arizona University  
P.O. Box 5637  
Flagstaff, AZ 86011

All correspondence should reference Project by both name and NAU project number.

Sealed Proposals

Northern Arizona University will receive sealed bids (at the time and place specified in Section 00020, Notice to Contractors of Intent to Receive Bids) for the labor, equipment and materials necessary to perform all functions and work indicated on the drawings and specified herein. Proposals shall be submitted on the required forms included in section 00050 of these specifications.

Execution of Contract and Bonds

The Contract Agreement, which the successful bidder, as Contractor, will be required to execute, is referenced in Section 00500 of this manual. The form of Bonds and insurance certificates required to be furnish are included in section 00050 of this manual and shall be carefully examined by the bidder. The successful bidder will be required to execute the Construction Agreement between Owner and Contractor and submit completed Bonds and insurance certificates within five (5) working days after Notice of Intent to Award Contract. Failure to execute a Contract Agreement and to file satisfactory Contract Bonds and insurance certificates issued by companies deemed qualified by the Owner (per Section 17.2 of the Construction Agreement Between Owner and Contractor) shall be just cause for the cancellation of the Award of Project and the forfeiture of the Bid Bond which shall become the property of the Owner, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lower responsible bidder, canceled, or re-advertised as the Owner may elect.

Bidding Documents

Bidders may obtain from the Office of Capital Assets and Services, Administrative Services, complete sets of Bidding Documents in number and for deposit sum stated in Notice of Intent To Receive Bids, section 00020 of this document.

General Contractors shall be responsible for distribution of bidding documents to Subcontractors.

Complete sets of Bidding Documents are to be used in preparing Bids. Neither Owner nor DP assumes any responsibility for errors or misinterpretations resulting from using incomplete sets of Bidding Documents.

Owner or DP, in making copies of Bidding documents available on above terms, does so only for purpose of obtaining bids on the Work and does not confer a license or grant for any other use.

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# DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

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## Interpretation or Correction of Bidding Documents

Bidders shall notify Owner and/or DP promptly of any ambiguity, inconsistency or error discovered upon examination of Bidding Documents or of site and local conditions. **Failure to so notify Owner/DP is deemed a waiver of any claim by Contractor**, based upon any such ambiguity, inconsistency or errors. The DP shall maintain a log of all inquiries and shall provide written notification of such to the Capital Assets and Services Project Manager.

Interpretation, correction or change of Bidding Documents will be made by written Addendum. Interpretations, corrections or changes of Bidding Documents made in any other manner will not be binding; Bidders may not rely upon such interpretations, corrections and changes.

## Bidder's Representation

Each Bidder by making their Bid represents that:

They have read and understand the Bidding Documents and all Contract Documents and that Bid is made in accordance therewith.

They have visited the site and are familiar with local conditions under which Work is to be performed, including verification of all field measurements, and have inspected all accessible spaces.

They have thoroughly familiarized themselves with all specific products and their proposed uses.

Their bid is based upon the materials, systems and equipment described in the Bidding Documents without exceptions.

They have satisfied themselves that the products specified are appropriate for the uses proposed.

Their subcontractors with project involvement exceeding \$100,000 are bondable.

They have advised each subcontractor to become thoroughly familiar with the Contract Documents, including the specifications and referenced standards, insofar as they affect each subcontractor.

They will install all Work properly, will place their warranty on the Work, and provide guarantees required.

## Bid Period

Unless otherwise noted, all bids and bid prices shall remain firm for a period of sixty (60) days after the date of Bid opening and the Contractor shall be prepared to begin construction within ten (10) calendar days of receipt of notice to proceed.

## Contractor Qualifications

The Contractor shall submit with bid package the Qualification Statement included in section 00050 of these specifications.

The competency and responsibility of Bidders, of their proposed Subcontractors, and of the Surety issuing the Contractor's performance and payment bonds, will be reviewed prior to award.

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# DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

## Section Title Number

The University reserves the right to waive irregularities in consideration of award to the lowest responsive and responsible bidder.

### 00130 Pre-Bid Conference

A pre-bid construction conference will be held at the Conference Room, Capital Assets and Services, Planning and Development, Building 77, Northern Arizona University, Flagstaff, Arizona, for benefit of all plan holders on \_\_\_\_\_, 2009 at \_\_:\_\_\_ p.m. Capital Assets and Services, Planning and Development Staff and DP will be present to discuss technical aspects of the project. All Bidders are required to be represented.

#### Pre-Bid Site Inspection

The Pre-bid site inspection will be held immediately after the Pre-bid Conference. Each Bidder must be represented. No other formal inspection tours should be anticipated. Bidders should come prepared with Project Manual, tools, measuring devices, personnel, etc., as desired to gather all on-site information necessary for preparing proposal. A Bidder may arrange for supplemental site visits as necessary to prepare a responsive proposal.

It is the responsibility of the Bidders to thoroughly familiarize themselves with all conditions and matters, which may in anyway affect the Work or cost thereof. Bidders, therefore, should make both a personal inspection of the job site and plan on attending the formal Pre-Bid Site Inspection, as one condition for submitting a proposal.

No allowance shall be made on behalf of any contractor or subcontractor for errors due to his/her negligence in not being familiar with existing site and/or project conditions.

#### Supplementary Site Visits

Arrangements for supplemental visits to the job site are to be made through:

NAU Capital Assets and Services  
Planning and Development  
(928) 523-4227  
Northern Arizona University  
Flagstaff, Arizona 86011

### 00150 Bidding Procedure

#### Form and Style of Bids

Bids must be submitted on Form of Proposal (FS#1) provided in section 00050 of this Manual. Blanks on the Form of Proposal shall be filled in by typewriter or printed legibly in ink.

Where indicated on Form of Proposal, express sums both in words and digits; in case of discrepancy between the two, the written amount shall govern.

Signer of Bid must initial any insertion, alteration or erasure.

Each copy of Bid shall include legal name of Bidder and statement whether Bidder is sole proprietor, partnership, corporation or other legal entity. Each copy shall be signed by person, or persons, legally authorized to bind Bidder to a contract. Bid by a corporation shall give the state of incorporation and have corporate seal affixed. Bid bonds submitted by agent must have current Power of Attorney attached certifying agent's authority to bind Bidder.

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# DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

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## Qualification of Substitutions

To obtain approval to use unspecified products, Bidders can request substitutions of items felt to be equal to those listed in the specification and must be submitted, in writing, to Capital Assets and Services, Administrative Services for approval. Bidder must submit all such alternative product proposals a minimum of **ten (10) calendar days** prior to the original bid deadline. If Owner/DP approves any such alternate product, notification shall be made to all planholders a minimum of three business days prior to Bid. All such notifications shall be by Addendum.

Identification of material or equipment by manufacturer's name or trade name is not meant to give preference to any manufacturer but merely to establish a standard. In some cases, the specified product is required as it is used campus wide and is the only product stocked for repair and maintenance reasons.

Requests shall clearly describe the product for which approval is asked, including data necessary to demonstrate acceptability. The Owner and DP shall consider and either approve or reject proposals submitted. The Bidder's request for approval shall include the following:

- a. Complete data substantiating compliance of the proposed substitution with the Contract Documents.
- b. Product identification, including manufacturer's name, address and phone number.
- c. Manufacturer's literature showing complete product description, performance and test data, and all reference standards.
- d. Samples and colors in the case of articles or products, as appropriate.
- e. Name and address of similar projects on which the product was used and date of installation.
- f. For construction methods, include a detailed description for proposed method and drawings illustrating same.
- g. Itemized comparison of proposed substitution with product or method specified.

Substitution requests shall be made on the "SUBSTITUTION REQUEST FORM" included with the Bid Forms.

The decision of the Owner or DP regarding the approval of items for which substitution is requested will be final. In the event an approved substitution is later determined by the Owner or Design Professional to be unacceptable for any reason, including the necessity to perform extended redesign or rework of the project in order to accommodate the substitution, or if it becomes apparent to the Design Professional that the substituted item will not perform or function as well as the specified item, the Bidder will be required to furnish the original specified item or request approval to use another substitution. The Bidder will pay all costs, expenses or damages associated with or related to the unacceptability of a substitution and the resultant utilization of any item. The Bidder further understands and agrees that a time extension will not be granted due to delays associated with or related to the unacceptability of a substitution.

If a substitution is approved, no subsequent change in brand or make will be permitted unless satisfactory written evidence is presented to the Design Professional and approved by the Owner that the manufacturer cannot make scheduled delivery of the approved substitute item.

## Submittal of Bids

Copies of the Form of Proposal (FS#1), Bid Bond (FS#9) or Certified Check or Cashiers Check for ten percent of the amount of the bid, and other documents required to be submitted with Bid per section 00300 (see required forms,

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# DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

## Section Title Number

Section 00050) shall be enclosed in sealed, opaque envelope. **The Subcontractors List must be included inside the bid package**, per requirements of section 00430. Address envelope to Capital Assets and Services, identifying project name, Bidder's name and address.

If Bid is sent by mail, a sealed envelope shall be enclosed within a separate mailing envelope with "BID ENCLOSED" and identification of the Project and date and time for Bid Opening plainly indicated on the face thereof.

Bids must be received at the designated location prior to time and date for receipt of Bids indicated in advertisement. If received after the time and date for receipt of Bids, or any extension thereof made by Addendum, the bid package will be returned unopened.

Bidder assumes full responsibility for timely delivery of bids. Bids sent by mail that have not been delivered to the [Capital Assets and Services, Building 77, Administrative Services, Room 108](#) by the designated time of the Bid Opening will not receive consideration; including specifically, but not limited to, bids received by NAU Post Office but not delivered to the bid opening location.

Oral, telephonic, FAXES, or telegraphic Bids are invalid and will be considered non-responsive.

### 00160 Definitions

Definitions set forth in General Conditions of the Construction Agreement Between Owner and Contractor, or in other Contract Documents are applicable to Bidding Documents. Where used in these Documents, the term "DP" or "Architect" shall be interchangeable with NAU assigned Project Manager for such projects that are designed by Capital Assets and Services personnel.

Bidding Documents include Advertisement for Bids, Instructions to Bidders, Bid Form, other bidding and Contract forms and Contract Documents including Addenda issued prior to receipt of bids.

Addenda are written or graphic instruments issued by DP, or the Owner, prior to execution of Contract Bidding documents by addition, deletion, clarification or correction.

Telephone Addenda are written Addenda issued initially by reading over the telephone to Bidders.

A Bid is a complete and properly signed proposal to do the Work or designated portion thereof for some stipulated sum therein supported by data required in Bidding Documents.

Base Bid is a sum stated in the Bid for which Bidder offers to perform Work described as base, to which Work may be added or deducted for sums stated in Alternate Bid(s).

Bidder is one who submits a Bid for prime Contract with Owner for Work described in the Contract Documents.

Design Professional: The DP is the individual or legal entity identified in the Contract Documents and/or otherwise designated by the Owner who is retained by the Owner to design and/or oversee the Project.

General Conditions: The General Conditions apply to the entire work of the Contract and, where so indicated, to other elements of work which are included in the project.

Indicated: The term "indicated" is a cross reference to details, notes or schedules on the drawings/sketches other paragraphs or schedules in the specifications, and similar means of recording requirements in the Contract Documents. Where terms such as "shown", "noted", "scheduled" and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate the cross reference, and no limitation of location is intended except as specifically noted.

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Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the DP", "requested by the

DP", etc. However, no such implied meaning will be interpreted to extend the DP's responsibility into the Contractor's area of construction supervision.

Refer: Used to indicate that the subject is defined or specified in further detail at another location in the Contract Documents, or elsewhere as indicated. Except, as otherwise noted, "refer" does not imply that the Contractor must purchase or subcontract the subject work in any special manner.

Approved: Where used in conjunction with the DP's response to SUBMITTALS, requests, applications, inquiries, reports and claims by the Contractor, the meaning of the term "approved" will be held to the limitations of the DP's responsibilities and duties as specified in the General and Supplementary Conditions. In no case will "approval" by the DP be interpreted as a release of the Contractor from responsibilities to fulfill the requirements of the Contract Documents.

Project Site: The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is shown on the drawings, and may or may not be identical with the description of the land upon which the project is to be built.

Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at the project site including unloading, unpacking, assembly, erection, placing anchoring, applying, working to dimension, finishing, curing, protection, cleaning and similar operations, as applicable in each instance.

Provide: Except, as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for the intended use, as applicable in each instance.

Installer: The entity (person or firm) engaged by the Contractor or its subcontractor or sub-subcontractor for the performance of a particular unit of work at the project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be expert in the operations they are engaged to perform.

Testing Laboratory: An independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere; and to report and (if required) interpret the results of those inspections or tests.

Owner: The word Owner shall mean the State of Arizona and Northern Arizona University and Arizona Board of Regents.

Substantial Completion: The date certified by the DP when construction is sufficiently complete, in accordance with the Contract Documents, so that the Owner can occupy or utilize the Work or a designated portion thereof for the use for which it is intended. All systems and equipment are fully functioning, all inspections and agency approvals have been received and only minor punch list items exist that will not disrupt the occupants.

Final Completion: That time at which the DP finds the Work acceptable under the Contract Documents and the Contract fully performed, including acceptance of O&M Manuals, warranties, guaranties, as-built record documents, and all punch list items have been corrected, accepted and completed. The A/E will issue a Project Certificate For Final Payment which will approve the Final Payment due the Contractor.

\* \* \* END OF SECTION \* \* \*

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# DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

**Section Number**    **Title**

**00200**        **INFORMATION AVAILABLE TO BIDDERS**

00210        Preliminary Construction Schedule

First Advertisement:        \_\_\_\_\_  
Second Advertisement:     \_\_\_\_\_  
Pre-bid Conferences:        \_\_\_\_\_  
Bid Date:                     \_\_\_\_\_  
Construction Start:         \_\_\_\_\_  
Substantial Completion:    \_\_\_\_\_  
Final Completion:         \_\_\_\_\_

00220        Geotechnical Data

|                Information in this section to be included by the A/E when applicable

00230        Existing Conditions

|                A narrative summary of the project and conditions to be inserted here by the A/E

**\* \* \* END OF SECTION \* \* \***



## DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

Section Title  
Number

### 00300 BID FORMS

The bid form "Form of Proposal (FS#1)" is included in section 00050. This form **must** be used unless otherwise noted. Other **required** forms include:

#### **Required Bid Forms**

1. Form of Proposal (FS#1)
2. Contractor Statement of Qualifications (FS#2)
3. Subcontractor List (FS#3)
4. Bid Bond (FS#9)
5. Notification & Confirmation of Asbestos Containing Materials (FS#13)

All additional forms that are standard for the University and **must** be used throughout the Contract for Construction are noted in section 00050 of these specifications and available through the office of Capital Assets and Services, Planning and Development, by contacting 928-523-4227.

**FAILURE TO INCLUDE ANY OF THE MANDATORY DOCUMENTS WITH THE SEALED BID WILL  
BE CONSIDERED NON-RESPONSIVE.**

**\* \* \* END OF SECTION \* \* \***

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## DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

Section Number	Title
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00400	<b>SUPPLEMENTS TO BID FORMS</b>
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00410	<u>Bid Bond</u>
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A Certified or Cashier's Check or Bid Bond (NAU form FS#9, see section 00050) of a corporate surety acceptable to the Arizona Board of Regents, payable to Northern Arizona University for Ten (10%) percent of the amount of the bid, is required as a guarantee that the bidder will enter into the contract if awarded and shall be declared forfeited as liquidated damages if the successful bidder refuses to enter into said contract after being requested to do so by the Arizona Board of Regents/Northern Arizona University.

00420	<u>Bidders Qualifications</u>
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Bids will be accepted only from those Contractors who are licensed in the State of Arizona and qualified under the laws of the State of Arizona to perform the work specified. All work performed under the Contract by such licensed Contractors must be made to comply with all applicable laws and requirements of any governing bodies or regulatory agencies having jurisdiction over such Work.

The General Contractor shall determine that subcontractors are licensed, insured, and qualified to perform their respective work under the contract and shall determine that they are bondable, as required in Section 00430. Each Bidder shall also submit a Subcontractor List (form included in section 00050 of these specifications) as outlined below in section 00430.

00430	<u>Subcontractors</u>
-------	-----------------------

Subcontractor List Form

In compliance with Section 13 of the Contract, the Contractor shall list on the Subcontractor list form provided in section 00050, the names of **all** qualified subcontractors and/or suppliers he will employ for the various portions of the work indicated for this Project. **All technical sections of this specification** shall be included. Failure to provide complete list of subcontractors (FS#3) may be considered non-responsive. In addition to the general information required on that form, the Contractor shall provide the license number and class for each subcontractor proposed to do work under the contract. Failure on the part of the Contractor to completely list the names of all anticipated subcontractors will constitute sufficient grounds to reject the bid.

If the Contractor is going to do any portions of the work himself, he shall enter the word "Self" opposite that item in the list. List only one name for each item.

**The Subcontractor List must be included inside bid packet.** Each envelope shall bear the name of the Contractor making submittal with identification of contents contained therein. No subcontractor substitutions will be permitted without prior written approval by the Owner.

A complete up-to-date revised list of Subcontractors shall be submitted to the Owner with indications of any work performed by Subcontracting firms classified as minority owned or small businesses, and final contract values, as part of the close-out procedures prior to Final Payment.

The Owner will promptly reply to the Contractor in writing stating whether the Owner or the DP, after due investigation, has any objection to any such proposed subcontractor or supplier. The Contractor shall not employ any subcontractor or supplier against whom the Owner or the DP has reasonable objection. If, prior to the award of the Contract, the Owner or DP has a reasonable objection to any subcontractor or supplier

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## **DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS**

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and refuses in writing to accept such person or organization, the apparent low bidder may, prior to the award, either withdraw his bid without forfeiture of bid security or may propose an acceptable substitution thereof provided that same results in no change in the bid price. Failure of the bidder to submit an acceptable substitute in a timely manner shall render its bid non-responsive.

No substitution or change shall be made by the Contractor in the subcontractor/supplier list after its submission to the Owner without prior written approval by the Owner. Unapproved or untimely substitutions may be cause for invalidation of the Contractor's bid in the Owner's discretion, thereby rendering the Contract voidable.

All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement which specifically binds the subcontractor to all applicable terms and conditions of the Contract Documents, but no contractual relationship shall exist between any subcontractor or supplier of any tier and the Owner, unless the Owner invokes the assignment provisions of the following subsection. Upon request, the Contractor shall provide fully executed copies of any subcontracts and purchase orders to the Owner.

### Subcontractor Bonds

The General Contractor shall require all Subcontractors with project involvement in excess of \$100,000 to be bonded for 100% of their contract amount to that General Contractor. Bonds will guarantee the faithful performance of the subcontract and the payment of all obligations thereunder by the subcontractor. The General Contractor shall provide Owner with a copy of each required Subcontractor's bond, on the required form FS#4 & FS#5, within fourteen (14) calendar days after the Notice to Proceed is issued by the Owner and prior to the commencement of their work. Copies of all applicable bonds must be received before processing of the first pay application will occur.

### Subcontractor Insurance

All Subcontractors are required to maintain in force for the duration of their subcontract, general liability and property damage insurance, including vehicular coverage. The same requirement criteria for insurance company, policy type, and minimum policy limits that are applicable to the General Contractor also apply to all Subcontractors. The General Contractor is responsible for verifying that Subcontractor insurance is current and meets the appropriate limits.

The Contractor shall not commence any work until it obtains all required bonds and insurance and furnishes satisfactory proof to the Owner. The Contractor shall not permit any Subcontractor to commence work on the Project until all bonds and insurance requirements have been complied with by the Subcontractor. Owner retains the right to refuse acceptance of any Subcontractor as stated in Section 13.1 of the Construction Agreement.

### Assignment

The Contractor shall not assign the contract or sublet it as a whole or in part without prior written consent of the Owner, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous written consent of the Owner.

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## DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

**Section  
Number**

**Title**  
Product Substitution List

00440

**There are currently no approved product substitutions. If contractor wishes to submit a product for consideration, refer to section 00150 and the Substitution Request Form. Product Substitution Requests must be received 7 days before bid opening at Capital Assets and Services, Administrative Services.**

00460

List of Alternates

The A/E shall insert in this section a list and description of any additive or deductive alternates.

00490

Addenda

Any addenda issued by the Owner during the time of bidding shall be considered to be included in the proposal, and will become a part of the executed contract. Acknowledgement of receipt of Addenda shall be made on the Proposal Form in the space provided.

Final Addenda shall be issued a minimum of 5 days prior to the bid date.

If a Bidder should fail to receive any addendum, or should fail to acknowledge receipt of same, the Bidder shall have the option of accepting a contract, if offered, including all addenda, at the Bid price, or withdrawing the bid without penalty. NAU and/or the DP are not responsible for assuring delivery of addenda to any Bidder. Failure to receive addenda or failure to acknowledge receipt shall not constitute a basis for claim, protest, or re-issue of the invitation to bid.

\* \* \* END OF SECTION \* \* \*

## **DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS**

<b>Section Number</b>	<b>Title</b>
<b>00500</b>	<b>AGREEMENT FORM</b>

The form of agreement between the Owner and Contractor shall be the Construction Agreement Between Owner and Contractor, Arizona Board of Regents Rev 10/01/08.

A copy of these standard contract forms and the Arizona Board of Regents Standard Amendments are on file and may be reviewed in the office of Administrative Services upon request. It is the Contractor's responsibility to examine and be familiar with this contract in its entirety.

The aforementioned forms are hereby made a part of this Document and shall be binding to the same extent as if they were written in full herein.

The Agreement between the Owner and the Contractor is subject to the laws of the State of Arizona which allow for substitution of Security In Lieu of Retention. Should this substitution of Security be proposed by the Contractor an agreement shall be signed between the Owner and the Contractor. A copy of the required form for this agreement is available through the office of Planning and Development, Capital Assets and Services. In addition to said agreement, each month with the Pay Application the Contractor shall submit a "Verification of Securities In Lieu of Retention Letter" from Contractor's bank. The required format for this letter is also available through the Office of Administrative Services in Capital Assets and Services.

**\* \* \* END OF SECTION \* \* \***

## DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

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**BONDS AND CERTIFICATES**

The Bid price shall include the cost of Payment and Performance Bonds. Bonds shall cover the faithful performance, labor and material (100%) of the Contract and payment of all obligations (100%) arising thereunder in the form prescribed in Arizona Board of Regents Policy 3-804D. Bonds shall be executed by Corporate Sureties licensed in Arizona. **Bonds must be submitted on the forms included in Section 00050.**

00610     Performance Bond

Pursuant to Arizona Board of Regents Policy, the Contractor shall file with the Owner at or prior to the time of execution of the Contract, a Performance Bond on the Owner approved Form, referenced in Section 00050, in the full amount of the Contract. The Performance Bond must be executed on the noted form. Substitutions will not be allowed. The Surety furnishing this bond shall be satisfactory to the Owner and shall be authorized to do business in the State of Arizona.

00620     Payment Bond

Pursuant to Arizona Board of Regents Policy, the Contractor shall file with the Owner at or prior to the time of execution of the Contract, a Payment Bond on the Owner approved Form, referenced in Section 00050, in the full amount of the Contract. The Payment Bond must be executed on the noted form. Substitutions will not be allowed. The Surety furnishing this bond shall be satisfactory to the Owner and shall be authorized to do business in the State of Arizona.

00650     Certificates of Insurance

Per Section 17 of the Construction Agreement, and without limiting any liabilities or any other obligations, the Contractor shall purchase and maintain such insurance as will protect it, the State of Arizona, Arizona Board of Regents, Northern Arizona University and their departments, agencies, boards and commissions and all officers, agents and employees thereof from claims set forth below which may arise out of, or result from its operations under the Contract, whether such operations be by it or by any subordinate or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

1. Claims under Workmen's Compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease or death of its employees and any person other than its employee;
3. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Contractor or (2) by any other person;
4. Claims for damages insured by Broad Form Property Damage Liability Insurance, Contractual Liability Insurance and Independent Contractors Liability Insurance, and explosion, collapse and underground coverage;
5. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use and extra expense resulting therefrom; and

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6.	Claims or damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motorized vehicle or trailer.
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Amount of liability insurance coverage shall be as indicated by Section 17.4 of the Construction Agreement Between Owner and Contractor, General Conditions of the Construction Agreement Rev 10/01/08.

00660	<u>Certificates of Compliance with Applicable Laws and Regulations</u>
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00670	<u>Lien Releases</u>
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Upon completion of this Project and before final payment is made, the Contractor will furnish to the Owner written 100% Unconditional Lien Releases from all subcontractors, material dealers and other participants doing work under this Contract.

If payment to Subcontractors is outstanding pending final payment by the University, or if for any other reason 100% Unconditional Lien Releases can not be obtained from all subcontractors, the Contractor may provide the University with an indemnity bond.

\* \* \* END OF SECTION \* \* \*

## **DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS**

<b>Section Number</b>	<b>Title</b>
<b>00700</b>	<b>GENERAL CONDITIONS</b>

The General Conditions of the Construction Agreement Between Owner and Contractor, Arizona Board of Regents Rev 10/01/08 are hereby made part of the Contract Documents, as if they are included in the following pages.

The General Conditions are a part of the Contract and shall be binding on the General Contractor and all Subcontractors as if bound into this document. Copies are available for review in the office of Capital Assets and Services.

**\* \* \* END OF SECTION \* \* \***



## DIVISION 0 - BIDDING REQUIREMENTS, CONTRACT FORMS AND CONDITIONS

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00800	<b>SUPPLEMENTARY CONDITIONS</b>
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00820	<u>Additional Articles</u>
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The following additional articles are hereby included as part of the Contract and shall be binding to the General Contractor and all subcontractors.

00821	<u>Affirmative Action for Disabled Workers</u>
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The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to comply with the rules, regulations, and relevant orders of the Americans with Disabilities Act of 1990.

00822	<u>Equal Employment Opportunity Requirements</u>
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Northern Arizona University is an equal opportunity employer and all contracts with the University are subject to the conditions and requirements of Executive Order No. 99-4 as stated below.

**EXECUTIVE ORDER No. 99-4**

**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS, NON-DISCRIMINATION IN  
EMPLOYMENT BY GOVERNMENT CONTRACTORS AND SUBCONTRACTORS**

PART I:

Non-discrimination in employment by government contractors and subcontractors.

All government contracting agencies shall include in every government contract hereinafter entered into the following provisions:

- A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The contractor will in all solicitations or advertisement for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

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- C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The contractor will furnish all information and reports required by the contracting agency and will permit access to his books, records and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- E. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or order of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be canceled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts until said contractor has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Divisions, and such sanctions may be imposed and remedies revoked as provided in Part II of this order, and the rules and regulations of the Arizona Civil Right Division.
- F. The contractor will include the provisions of paragraphs A through E in every subcontractor purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect in the subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Arizona to enter into such litigation to protect the interests of the State of Arizona.
- G. Each contractor having a contract containing the provisions prescribed in this section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such ties and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of the contractor and each subcontractor and shall be in such form as the Arizona Civil Rights Division may prescribe.
- H. Bidders or prospective contractors or subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in that event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as an initial part of negotiation of a contract.
- I. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices and policies affecting compliance as the contracting agency or Civil Rights Division may prescribe; provided that, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing supervision apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.

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J. The contracting agency or the Civil Rights Division shall require that the bidder or prospective contractor or subcontractor shall submit as part of his compliance report a statement in writing signed by an authorized officer or agent on behalf of any labor union or any agency referring works or providing or supervising apprenticeship or other training with which the bidder or prospective contractor deals with supporting information to the effect that the signer's practices and policies do not discriminate on the ground of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency shall refuse to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Civil Rights Division may require.

### PART II.

#### Enforcement

The parties to the contract agree that the Civil Rights Division may investigate the employment practices of the contractor or any subcontractor employed by the contractor or initiate an investigation by an appropriate contracting agency or determine whether or not any of the contractual provisions pertaining to discrimination in this contract have been violated. Such investigations shall be conducted in accordance with the procedures established by the Civil Rights Division, and the investigation agency shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints by employees or prospective employees of the contractor or subcontractor under this agreement which allege discrimination contrary to the contractual provisions of this agreement. If the investigation is conducted for the Civil Rights Division by an agency other than the Civil Rights Division, that agency shall report to the Civil Rights Division what action has been taken or is recommended with regard to such complaint.

00823      Legal Worker Requirement

As required by Arizona Revised Statutes §41-4401 the University is prohibited after September 30, 2008 from awarding a contract to any contractor who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes §23-214-A. The Contractor warrants that it complies fully with all federal immigration laws and regulations that relate to its employees, that it shall verify, through the U.S. Department of Homeland Security's E-Verify program, the employment eligibility of each employee hired after December 31, 2007, and that it shall require its subcontractors and sub-subcontractors to provide the same warranties to the Contractor.

The Contractor acknowledges that a breach of this warranty by Contractor or by any subcontractor or sub-subcontractor under this Contract shall be deemed a material breach of this Contract, and is grounds for penalties, including termination of this Contract, by the University. The University retains the right to inspect the records of any Contractor, subcontractor and sub-subcontractor employee who performs work under this Contract, and to conduct random verification of the employment records of the Contractor and any subcontractor and sub-subcontractor who works on this Contract, to ensure that the Contractor and each subcontractor and sub-subcontractor is complying with the warranties set forth above. The portion of this provision dealing with the Contractor's warranty is not applicable where the Contractor is a governmental entity nor is the Contractor required to pass this provision through to subcontractors and sub-subcontractors who are governmental entities.

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00824    Sudan and Iran

Pursuant to Arizona Revised Statutes §35-397, Contractor certifies that it does not have a scrutinized business operation in either Sudan or Iran.

00825    Veteran's Preference

Contractor agrees to provide preference in initial employment for U.S. veterans by:

- Adding points to the raw score of a numerically scored screening instrument, or
- Hiring a veteran if, at the conclusion of the search process, a veteran is one of a number of comparably qualified candidates.

For purposes of this certification, "veteran" means: an honorably separated person (honorable or general discharge) who served on active duty (not active duty for training) in the Armed Forces:

- During any war declared by Congress;
- During the period April 28, 1952 through July 1, 1955;
- For more than 180 consecutive days, any part of which occurred after January 31, 1955, and before October 15, 1976;
- During the Gulf War period beginning August 2, 1990, and ending January 2, 1992; or
- For more than 180 consecutive days, any part of which occurred during the period beginning September 11, 2001, and ending on the date prescribed by Presidential proclamation or by law as the last day of Operation Iraqi Freedom; or
- In a campaign or expedition for which a campaign medal has been authorized, such as El Salvador, Lebanon, Granada, Panama, Southwest Asia, Somalia, and Haiti.

Medal holders and Gulf War veterans who originally enlisted after September 7, 1980, or entered on active duty on or after October 14, 1982, without having previously completed 24 months of continuous active duty, must have served continuously for 24 months or the full period called or ordered to active duty. Effective on October 1, 1980, military retirees at or above the rank of major or equivalent, are not entitled to preference unless they qualify as disabled veterans.

00826    Damage to Persons

In addition to the liability imposed by law upon Contractor on account of bodily injury or death suffered through Contractor's negligence, which liability is not impaired or otherwise affected hereby, Contractor hereby agrees to save Owner harmless and indemnify him from every expense, liability or payment (voluntary payments excepted) by reason of any injury to any person or persons, including death, suffered through any act or omission of contractor, or any subcontractor of any tier, or anyone directly or indirectly employed by either of them related to anything to the performance of this Contract. Contractor shall hold the Owner harmless and indemnify him from any claims for damage to property caused by his operation or by the operation of any subcontractor of any tier.

00827    Liquidated Damages

It is hereby understood and mutually agreed, by and between Contractor and Owner, that the date of beginning, rate of progress and the time for completion of the work to be done hereunder are essential

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conditions of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commenced on the date to be specified in the Notice to Proceed.

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of time he specifies. It is expressly understood and agreed, by and between the Contractor and Northern Arizona University, that the time for completion of the work will be the time in calendar days as identified in Instructions to Bidders.

Now, if the said Contractor shall neglect, fail, or refuse to complete the work within the time specified, then the Contractor does hereby agree, as a part consideration for the awarding of the Contract, to pay the Owner a certain sum, as outlined hereafter, per calendar day, until the Project is completed, not as a penalty, but as liquidated damages for each breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

For each calendar day that any part of the work remains uncompleted after the expiration of the time specified and/or allowed for completion of the work stipulated in the contract or approved increase by the additional work or materials ordered after the contract is signed, effecting the critical path schedule of the project, the sum per day shall be deducted from any monies due the Contractor, or if no money is due the Contractor, the Owner shall have the right to recover said sum or sums from the Contractor, from the surety or from both.

It shall be understood that the time to complete the Project, beyond the contractual date of completion is in itself prima facie evidence of actual damages incurred, and the amount of these deductions are to cover the liquidated damages caused by the loss of use, or limited use, of the building and other additional Owner incurred losses, or expenses, including supervisory and consulting services, due to the failure of the Contractor to complete the work within the time specified.

The said amount is fixed and agreed upon by and between Contractor and Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain.

It is further agreed that time is of the essence of each and every portion of this contract and of the specifications where a definite and certain length of time is fixed for the performance of any act whatsoever; and when under the Contract an additional time is allowed as hereinbefore mentioned for the completion of any Work, the new time limit fixed by such extension shall be of the essence of this Contract, provided that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of Work is due:

To unforeseeable cause beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. The unusualness of the weather shall be determined by statistics from the local Weather Bureau over a period of the last 10 years. Upon request of the DP, the Contractor shall obtain statistical information from the Weather Bureau to support his claim for extension caused by unusual weather condition.

If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner or the DP, or by any separate Contractor employed by the Owner, or by changes in the Work, or by labor disputes, fire, unusual delay in transportation, unusually severe weather conditions, adverse soil

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conditions, unavoidable casualties, delays specifically authorized by the Owner, or by causes beyond the Contractor's control, avoidance, or mitigation, and without any fault or negligence of the Contractor or Subcontractor or Supplier at any tier, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine that such event has delayed the critical path of the Work or individual milestone or overall completion of the Work after considering the advice of the DP, if the Contractor complies with the notice and documentation requirements set forth below. The Contractor shall pay any additional fees or costs incurred by the Owner or DP as the result of delays caused by the Contractor for circumstances not excused as provided herein.

Initial notice of any delay in the Work shall be made in writing to the DP and Owner immediately but in no event later than 24 hours after discovery of the event giving rise to the delay. Then, Contractor shall provide additional details of the delay in writing to the DP and the Owner within seven (7) calendar days from the beginning of the delay. Failure to meet these time requirements shall absolutely bar any and all later claims. The detailed notice shall indicate the cause of the delay, the anticipated length of the delay, the probable effect of such delay upon the progress and cost of the Work, and potential mitigation plans. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress Narrative Report to the DP. Within fifteen (15) days after the elimination of any such delay, the Contractor shall submit further documentation of the delay and, if applicable, a formal written request covering an extension of time for such delay. The written request for time extension shall state the cause of the delay, the number of days extension requested and provide a fully documented analysis of the Progress Schedule, including a fragment and any other data demonstrating a delay in the critical path of the Work or individual milestone or the overall project completion. If the Contractor does not comply with the notice and documentation requirements set forth above, the claim for delay is absolutely barred.

Schedule of liquidated damages shall be as follows:

Substantial Completion:

\_\_\_\_\_   
(Dollar Amount)

for every day beyond the scheduled date of Substantial Completion through to and including the date indicated on the Official Certificate of Substantial Completion when issued by the DP.

Final Completion:

\_\_\_\_\_   
(Dollar Amount)

for every day beyond the date of Final Completion as established in the Contract Documents and per Sections 31 and 32 of the Construction Agreement. Work to be completed prior to a determination of Final Completion includes the fulfillment of all Contractual requirements, including the completion of all punch list items and Contract Closeout documents.

00828    Value Engineering Change Proposals (VECP)

General

This clause applies to any cost reduction proposal (hereinafter referred to as a Value Engineering Change Proposal (VECP)) initiated and developed by the Contractor for changing the drawings, designs, specifications, or other requirements of this contract. This clause does not, however, apply to any such proposal unless it is identified as a VECP by the Contractor at the time of its submission to the Owner.

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### Definition

All VECP's must:

Result in a savings to the Owner by providing a decrease in the cost of the performance of this contract without impairing any required functions and characteristics such as service life, reliability, economy of operation, ease of maintenance, desired appearance, standardized feature, fire protection features, safety features.

Require, in order to be applied to this contract, a change order to this contract.

### Proposal Screening

The Contractor will present anticipated proposals to the A/E for proposal screening. During this screening, the A/E will render an opinion as to the relative merits of the proposal.

The A/E will provide as a part of the screening, the minimum technical content requirements to be submitted by the Contractor as a part of the formal VECP.

Concurrence by the Owner and the DP with merits of the proposal during the screening is not to be assumed that the VECP will automatically be accepted.

In the event a VECP is received which has not had the proposal screening, it may be rejected without review.

### VECP Content

As a minimum, the following information must be submitted by the Contractor with each VECP.

A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance. A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

A separate, detailed cost estimate for (1) the affected portions of the existing contract requirement and (2) the VECP.

A description and estimate of costs the University may incur in implementing the VECP, such as test and evaluation and operating and support costs.

A prediction of any effects the proposed change would have on collateral costs to the agency.

A statement of the time by which a Change Order accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous University actions, if known.

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The Contractor may withdraw, in whole or in part, a VECP that has not been accepted by the Owner within the period specified in the VECP.

Owner Action

The DP shall notify the Contractor of the status of the VECP within 30 days after submitted for review. If additional review time is required, the DP shall notify the Contractor of this within the original 30-day period. The Owner or DP shall not be held liable for any delays in acting upon a VECP.

If a VECP is not accepted, the DP shall notify the Contractor in writing, explaining the reasons for rejection. The notice of rejection shall be submitted within the review period referenced above.

Any VECP may be accepted, in whole or in part by the Owner. The Owner may modify a VECP, with the concurrence of the Contractor, to make it more acceptable. If any modification increases or decreases the savings resulting from the VECP, the Contractor's fair share will be determined on the basis of the VECP as modified. Unless and until a change order applies a VECP to this contract, the Contractor will remain obligated to perform in accordance with the terms of the existing contract. The Owner may accept in whole or in part any VECP submitted pursuant to this clause by issuing a change order which will identify the VECP on which it is based.

Payment

If a VECP submitted pursuant to this clause is accepted under this contract an equitable adjustment in the contract price shall be made. The equitable adjustment shall be determined by the following method: subtract any ascertainable costs to the Owner, multiply this amount by 50 percent and subtract from the original contract price to determine the adjusted contract price.

Rights to Data

The Contractor may restrict the Owner's right to use any sheet of a VECP or of the supporting data, submitted pursuant to this clause, in accordance with the terms of the following *legend* if it is marked on the sheet:

These data furnished pursuant to a value engineering incentive clause and shall not be disclosed to other than the Owner and DP, or be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under said clause.

This restriction does not limit the Owner's right to use information contained in these data if it is or has been obtained from another source, or is otherwise available, without limitations. If such a proposal is accepted by the Owner by issuance of a change order under the "Changes" clause of said contract after the use of these data in such an evaluation, the Owner shall have the right to duplicate, use, and disclose any data pertinent to the proposal as accepted in any manner and for any purpose whatsoever and have other so do.

In the event of acceptance of a VECP, the Contractor hereby grants to the Owner all rights to use, duplicate, or disclose in whole or part, in any manner and for any purpose whatsoever, and to have or permit others to do so, any data reasonably necessary to fully utilize such proposal. Contract modifications made as a result of this clause will state that they are made pursuant to it.

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Payment for Rejected Proposals

In the event that the DP and the Owner accept a VECP presented by the Contractor which is subsequently withdrawn by the Contractor, the DP's costs realized for evaluating the VECP will be reimbursed by the Contractor.

**\* \* \* END OF SECTION \* \* \***

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00850     Drawings and Schedules

Complimentary Drawings

Upon award of Contract, the Contractor will be furnished any available sets of Plans, Specifications, and project manuals. Additional sets may be obtained from the DP for the cost of reproduction.

Interpretation of Drawings and Specifications

The Contractor shall study and compare the Contract Documents sufficiently in advance of beginning each phase or portion of the work to be performed and immediately report any material error, inconsistency, conflict, ambiguity, or omission that is discovered.

The Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as Shop Drawings. Where required, the Contractor shall perform no portion of the Work without approved Shop Drawings, Product Data or Samples; any Work performed in violation of this provision will be solely at the Contractor's risk regardless of DP's and/or Owner's knowledge of such Work.

Contract Documents shall be interpreted as being complementary, requiring a complete project or designated portion thereof. Generally, the specifications address quality, types of materials and contract conditions while the drawings show placement, sizes, fabrication details of materials. In the event of conflict in the Contract Documents, the priorities stated below shall govern:

- A. Addenda shall govern over all other Contract Documents and subsequent addenda shall govern over prior addenda only to the extent modified.
- B. In case of conflict between drawings and specifications, the specifications shall govern.
- C. Conflicts within the plans:
  - (1) Schedules, when identified as such, shall govern over all other portions of the plans.
  - (2) Specific notes shall govern over all other notes and all other portions of the plans, except the schedules described in 7.3(c)(1) above.
  - (3) Larger scale drawings shall govern over smaller scale drawings.
  - (4) Figured or numerical dimensions shall govern over dimensions obtained by scaling.
- D. Conflicts within the specifications:

Contract General Conditions shall govern over all sections of the specifications except for specific Modifications thereto that may be stated in Supplementary General Conditions or addenda. No other section of the specifications shall modify the Contract General Conditions.
- E. In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

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| F. | In the event of any conflict or ambiguity, the Contractor shall request an interpretation by the DP before performing the Work. |
|----|---|

If the Contract Documents are not complete as to any minor detail of a required construction system or with of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Contract Documents in accordance with such standard.

“Minor detail” shall include the concept of substantially identical components, where the price of each such component is small even through the aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial.

The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts or materials otherwise set forth in the Contract Documents.

\* \* \* END OF SECTION \* \* \*