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ARIZONA BOARD OR REGENTS
NORTHERN ARIZONA UNIVERSITY
FLAGSTAFF, ARIZONA

PROJECT MANUAL
BIDDING DOCUMENTS AND SPECIFICATIONS
FOR
ASPHALT 2020 STREETS
NAU PROJECT NUMBER 08.020.202

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00 01 15	List of Drawing Sheets

Sheet 1 - Cover
Sheet 2 - Notes
Sheet 3 - Details
Sheet 4 - Huffer Lane Paving
Sheet 5 - ROTC Paving

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00 10 00 **Solicitation**

00 10 00 **Advertisements and Invitations**

00 11 16 Invitation to Bid

Sealed bids are being solicited by Facility Services, Office of Planning, Design and Construction, 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 **Project Number: 08.020.202, Project Name: Asphalt 2020** Streets on the Campus of Northern Arizona University, Flagstaff, Arizona, in accordance with the plans and specifications on file with Facility Services, Office of Planning, Design and Construction.

Bids will be received at Facility Services, Building #77, Main Reception Desk, Northern Arizona University, Flagstaff, Arizona, until Thursday, June 11, 2020, at 2:00PM Arizona Local Time. Bids will be opened publicly directly thereafter and read aloud via a ZOOM meeting. The ZOOM meeting invitation for the bid opening is provided in Section 00 21 14.6 of the Division 00 bidding document. No public attendance at the bid opening meeting is allowed.

A **mandatory** Pre-Bid Conference will be held via ZOOM at 11:00AM Arizona Local Time on Tuesday, June 2, 2020. Pre-Registration for the Pre-Bid Conference ZOOM meeting is required. Registration for this meeting can be done at the following link: https://nau.zoom.us/meeting/register/tJEkc-uuqTwsE9KYvopqsw5VUBva_xQwmlxG. After registering, you will receive a confirmation email containing information about joining the meeting.

Plans and Specifications for the proposed work may be inspected online at https://in.nau.edu/facility-services/bids-rfq/. ***The scope of work for this project is the replacement of pavement along Huffer Lane and around the ROTC Building. A more detailed scope of work is included in the plans and specifications and will be reviewed at the mandatory pre-bid ZOOM meeting.***

An optional Pre-Bid Site Visit will be held at 2:00PM Arizona Local Time on Tuesday, June 2, 2020. Individuals attending the Site Visit should meet NAU Planning, Design and Construction staff at the intersection of Huffer Lane and Pine Knoll Drive at the appointed time.

All vehicles parking on campus **must** have a permit. Parking permits for the pre-submittal meeting are available at the parking kiosks at the entrances to campus. See https://in.nau.edu/university-transit-services for more information. For locations of where to park visit https://nau.edu/maps .

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 bid, 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 an executed contract or a Notice to Proceed and shall be Substantially Complete by July 31, 2020 , and shall be Finally Complete by August 21, 2020 . 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 bids, 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 without forfeiture of the bid bond.

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

ARIZONA BOARD OF REGENTS

Bids should be addressed to:
NAU Planning, Design and Construction
Attention: Judith Scholar Winfield
PO Box 5637
Flagstaff, Arizona 86011
Phone: (928) 523.4468
Facsimile: (928) 523.9441
Email address: Judith.scholarwinfield@nau.edu **Publication Date:** May 28, 2020

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00 20 00 INSTRUCTIONS FOR PROCUREMENT

00 21 00 Instructions

00 21 13 Instructions to Bidders

00 21 13.1 Correspondence

Address all correspondence relating to the project to:
Facility Services
Planning, Design, and Construction
Attn: Judith Scholar Winfield
Northern Arizona University
P.O. Box 5637
Flagstaff, AZ 86011
judith.scholarwinfield@nau.edu

Reference the Project by both name and NAU project number in all correspondence.

00 21 13.2 Sealed Bids

Owner (Northern Arizona University) will receive sealed bids (at the time and place specified in Section 00 11 16, Invitation to Bid) 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 00 43 00 of these specifications.

00 21 13.3 Execution of Contract and Bonds

The Contract Agreement, which the successful bidder, as Contractor, will be required to execute, is referenced in Section 00 52 00 of this manual. The form of Bonds and insurance certificates required to be furnished are included in Section 00 62 16 of this manual and shall be carefully examined by the bidder. The successful bidder will be required to execute the Standard Form Agreement between Owner and Contractor (Contract) and submit completed bonds and insurance certificates within five (5) working days after Notice of Intent to Award. Failure to execute a Contract Agreement and to file satisfactory payment and performance bonds and insurance certificates issued by companies deemed qualified by the Owner 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 lowest responsible bidder, canceled, or re-advertised as the Owner may elect.

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

00 21 13.4 Bidding Documents

Bidders may obtain from Owner (Planning, Design, and Construction), a complete set of Bidding Documents stated in the Invitation to Bid, Section 00 11 16 of this document.

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Electronic copies of these documents can be found at: https://in.nau.edu/facility-services/bids-rfq/

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 Design Professional (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.

00 21 13.5 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 Owner (Facility 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.

00 21 13.6 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.

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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.

00 21 13.7 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 of intent to award.

00 21 13.8 Contractor Qualifications

The Contractor shall submit with bid package the Statement of Qualifications (FS #2) included in Section 00 45 13 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.

00 21 14 Bidding Procedure

00 21 14.1 Form and Style of Bids

Bids must be submitted on Form of Bid (FS#1) provided in Section 00 41 13 of these specifications.

Blanks on the Form of Bid shall be typed in or printed legibly in ink.

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

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

Each copy of Bid shall include (on the Contractor Statement of Qualifications - FS #2) the 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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The list of **required bid forms** is:

1. Form of Bid (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)
6. 00 73 38 – Sudan, Iran & Israel

All additional forms that are standard for Owner that must be used throughout the Contract for Construction are noted in Section 00 52 00 and 00 60 00 of these specifications and available through the office of Facility Services, Planning, Design and Construction.

00 21 14.2 Bid Bond

A Certified or Cashier's Check or Bid Bond (NAU form FS#9, see Section 00 43 13) 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. It 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.

00 21 14.3 Bidders Qualifications

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 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 00 43 36. Each Bidder shall also submit a Subcontractor List (form FS #3 - included in Section 00 43 36 of these specifications) as outlined below in Section 00 21 14.31.

00 21 14.4 Subcontractors

00 21 14.4.1 Subcontractor List Form

In compliance with Contract, the Contractor shall list on the Subcontractor list form provided in Section 00 43 36, 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 a 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 the bid packet. 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 if 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 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. Upon request, the Contractor shall provide fully executed copies of any subcontracts and purchase orders to the Owner.

00 21 14.4.2 Subcontractor Bonds

The Owner may require each Subcontractor whose subcontract amount will be $100,000 or more to furnish payment and performance bonds on Owner’s form or on a form approved by Owner, which provides equal or better coverage, for the full amount of its subcontract. These bonds shall be obtained by the Subcontractor as a separate entity and the cost shall be included in the Subcontractor’s bid to the Contractor. Bonds will guarantee the faithful performance of the subcontract and the payment of all obligations thereunder

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by the subcontractor. The Contractor shall provide Owner with a copy of each required Subcontractor's bond, within fourteen (14) calendar days after the Notice to Proceed is issued by the Owner. Copies of all applicable bonds must be received before processing of the first pay application will occur.

00 21 14.4.3 Subcontractor Insurance

All Subcontractors are required to maintain insurance in force according to the Construction Agreement.

00 21 14.5 Addenda

Any addenda issued by the Owner during the time of bidding shall be considered to be included in the bid, and will become a part of the executed contract. Acknowledgement of receipt of Addenda shall be made on the Form of Bid (FS #1) in the space provided.

Final Addenda shall be issued a minimum of three (3) 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 ensuring 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.

00 21 14.6 Submittal of Bids

Copies of the Form of Bid (FS#1), Bid Bond (FS#9) or Certified Check or Cashier's Check for ten percent of the amount of the bid, Subcontractors List (FS#3), and other documents required to be submitted with Bid per Section 00 43 13 (see required forms, Section 00 43 13) shall be enclosed in sealed, opaque envelope. Address envelope to Facility Services, identifying project name, Bidder's name and address.

If Bid is sent by mail to PO BOX 5637, Flagstaff AZ, 86011, 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 Facility Services, Building 77, Main Reception Desk 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.

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

Immediately following the bid submittal deadline, the bids will be publicly opened via a ZOOM meeting. Attendance in person by Offerors or the public is not allowed. The weblink to attend the ZOOM meeting is below.

Topic: 08.020.202 - Asphalt 2020 Streets Hard Bid Opening
Time: Jun 11, 2020 02:00 PM Arizona

Join Zoom Meeting
https://nau.zoom.us/j/92778387622

Meeting ID: 927 7838 7622

Dial by your location

*Please only use Toll-Free Numbers if necessary. NAU has a limited number of Toll-Free minutes available.

+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 646 876 9923 US (New York)
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
877 853 5247 US Toll-free
888 788 0099 US Toll-free
Meeting ID: 927 7838 7622
Find your local number: https://nau.zoom.us/u/adDJ0uHDrY

00 22 00 Supplementary Instructions

00 22 11 Drawings and Schedules

00 22 11.1 Complimentary Drawings

Upon award of Contract, the Contractor will be furnished any available sets of Plans, Specifications, and project manuals, if any. Additional sets may be printed from: https://in.nau.edu/facility-services/bids-rfq/ .

00 22 11.2 Interpretation of Drawings and Specifications

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

The Contract Document specifications for the applicable Contract in use can be found at https://in.nau.edu/facility-services/dp-contract/

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, and 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;
B. Subsequent addenda shall govern over prior addenda, but only to the extent modified;
C. In case of conflict between drawings and specifications, the specifications shall govern;
D. 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 00 22 11.2 D (1) above.
   (3) Larger scale drawings shall govern over smaller scale drawings.
   (4) Figured or numerical dimensions shall govern over dimensions obtained by scaling.
E. 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.
F. 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.
G. In the event of any conflict or ambiguity, the Contractor shall request an interpretation by the DP before performing the Work.
H. In the event of any conflict between the Specifications and Northern Arizona University Technical Standards, the Contractor shall notify the Owner for direction prior to bid. Otherwise the more restrictive or higher quality shall govern.

If the Contract Documents are not complete as to any minor detail of a required construction system or with regard to the manner 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.

00 23 00 Definitions

Definitions set forth in General Conditions of the Standard Form Agreement Between Owner and Contractor, or in other Contract Documents are applicable to Bidding Documents. Definitions below are in addition to the definitions of the Contract Documents and are not considered a replacement.

Alternate Bid(s): A sum stated in addition to the Base Bid for which Bidder offers to perform Work described as the alternate. The Owner may select all, none or any combination of alternates.

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.

Base Bid: 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).

Bid: 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.

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

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.

Contract Documents: Are further defined per Agreement at the following link: https://in.nau.edu/facility-services/dp-contract/ , and also include, but are not limited to,

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the Agreement, amendments, change orders, these Design-Builder General Conditions, any supplementary or special conditions referenced in the Agreement and any other items stipulated to as being included in the Contract Documents, including the complete design as accepted by the Owner.

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.

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, cleaning and similar required operations.

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.

Work: Is comprised of all activities (including design, other related services and construction activities) required to complete the Project as defined by the Project Criteria and Contract Documents, including procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents, or from prevailing trade usage and custom.

00 24 00 Scopes

00 24 13 Scopes of Bids

00 24 13.1 Base Scope

The base scope of work for the project is for the removal and replacement of pavement along Huffer Lane.

00 24 13.2 List of Alternates

The alternate scope of work for the project is for the addition of the removal and replacement of pavement around the ROTC Building.

00 25 00 Procurement Meetings

00 25 13 Pre-Bid Meeting

A **Mandatory** Pre-Bid Meeting will be held via ZOOM for benefit of all prospective Bidders on **Tuesday, June 2, 2020 at 11:00 AM Arizona Local Time.** Facility Services, Planning, Design, and Construction Staff and DP will be present to discuss technical aspects of the project. **All Bidders are required to be represented in order for their bid to be accepted by Owner.** Pre-registration for this ZOOM meeting is required and should be done in

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advance of the meeting at https://nau.zoom.us/meeting/register/tJEkc-uuqTwsE9KYvopqsw5VUBva_xQwmlxG . After registering, you will receive a confirmation email containing information about joining the meeting.

00 25 13.1 Pre-Bid Site Inspection

The **optional** pre-Bid Site inspection will be held at 2:00 PM Arizona Local Time on Tuesday, June 2, 2020. Prospective Bidders attending this site meeting shall meet NAU Planning, Design and Construction staff at the intersection between Huffer Lane and Pine Knoll Drive at the appointed time. Social Distancing measures will be observed to the extent practicable. No other formal inspection tours should be anticipated. Bidders should come prepared 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.

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.

00 25 13.1.1 Supplementary Site Visits

Arrangements for supplemental visits to the job site are to be made through:
NAU Facility Services
Planning, Design and Construction
(928) 523-4468
Northern Arizona University
Flagstaff, Arizona 86011

00 26 00 Substitution Procedures

For Competitive Sealed Bid Procurements (Hard Bid and Task Order Procurement):

If Bidder wishes to submit a product for consideration, refer to the Substitution Request Form (located in 00 43 25). Product Substitution Requests must be received 10 days before bid opening. Product Substitution Requests shall be submitted in accordance with 00 21 13.1. All other process of the below section will be followed.

For Qualifications or Qualifications and Price Selections (CMAR, JOC, Design-Build Procurements):

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 for approval, utilizing the Substitution Request Form. If Owner/DP approves any such alternate product, notification shall be made to all prospective bidders a minimum of three business days prior to Bid. All such notifications shall be by Addendum.

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.

****END OF SECTION****

Section Number	Title
00 30 00	**Available Information**
00 31 00	**Available Project Information**
00 31 13	Preliminary Schedule
00 31 13.13	Preliminary Project Schedule

First Advertisement:	May 28, 2020
Pre-Bid Conference:	June 2, 2020
Bid Due Date:	June 11, 2020
Construction Start:	June 22, 2020
Substantial Completion:	July 31, 2020
Final Completion:	August 21, 2020

00 31 13.16 Preliminary Construction Schedule

June 22, 2020 – Construction Start
July 14, 2020 – Midpoint Construction completed for Entire Scope
July 31, 2020 – Substantial Completion for Entire Scope
August 21, 2020 – Final Completion for Entire Scope

00 31 19 Existing Condition Information

Existing conditions or elements outside of improvements for scope shall be protected in place. The Contractor shall repair or replace items damaged to the satisfaction of the owner. Existing parking lots shall be protected and/or unused without permission of the owner.

00 31 21 Survey Information

The Contractor shall be responsible for retaining a registered land surveyor, licensed to practice in Arizona, who shall be responsible for providing all stakes necessary to establish construction lines and grades. Stakes provided shall be of sufficient number to satisfy the Engineer that the work may be constructed in accordance with the plans.

00 31 24 Environmental Assessment Information

NA

00 31 25 Existing Material Information

NA

00 31 26 Existing Hazardous Material Information

Section Number	Title
00 31 31	Geophysical Data *NA*
00 31 32	Geotechnical Data *NA*
00 31 43	NAU Permit Application The NAU permit application and procedure can be found at https://in.nau.edu/facility-services/dp-contract/.
00 31 46	Other Permits *NA*

****END OF SECTION****

Section Number | Title

00 40 00 PROCUREMENT FORM AND SUPPLEMENTS
00 41 00 Bid Forms
00 41 13 Bid Form

FORM OF BID (FS#1)
ASPHALT 2020 STREETS
NAU PROJECT NO. 08.020.202

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, and fees, and sales tax, or any applicable taxes. **The Owner's selection will be made on a Bid (pre-tax) price per ABOR policy 3-803 A 7. The contract will be issued for the lump sum amount, inclusive of the tax.**

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, for a Lump Sum of:

Bid (pre-tax): _____ Dollars
($_____).
Taxes: _____ Dollars
($_____).
Cumulative Bid: _____ Dollars
($_____).

Additive Alternatives:

Alternate #1: **(ROTC Paving)** The undersigned proposes to complete all work as required per the Specifications, for a Lump Sum of:

Bid (pre-tax): _____ Dollars
($_____).
Taxes: _____ Dollars
($_____).
Cumulative Bid: _____ Dollars
($_____).

All Additive Alternates are additive to the Base Bid. For each Additive Alternate, Bidders are instructed to provide only the incremental difference in cost of adding that particular work to the project scope of work. Do not provide cumulative costs that include values already included in the Base Bid as NAU will be evaluating bids and considering bid award based on the sum of the Base Bid and any combination of Additive Alternates.

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. **Owner reserves the right to award by Base Bid alone, by the sum of Base Bid and any combination of Additive Alternate Amounts, or as the sum of the Base Bid and all the Additive Alternate Amounts, whichever is deemed most advantageous to Owner.**

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 **$ 1,000.00 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 **$500.00 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. The proposer also certifies that he/she holds all of the required certifications and licenses outlined in the bidding documents and shall provide proof of all certifications, licenses and warranties within 5 days of Owner notification to the apparent low bidder with the Intent to Award.

If corporation,

Seal

_____
Company/Corporation

_____
Signature Date

_____ _____
Signature Arizona License Class and Number

Section Number | Title

00 43 00 **Procurement Form Supplements**
00 43 13 Bid Security Form

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 _____, 20__.

_____
(Principal) (Seal)

_____
(Witness)

_____
(Title)

_____
(Surety company) (Seal)

_____
(Witness)

Section Number Title

00 43 25 Substitution Request Form

MATERIAL/EQUIPMENT SUBSTITUTION REQUEST FORM

TO: _____

PROJECT: _____

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

Section	Page	Paragraph/Line	Specified Item

Proposed Substitution: NA _____

_____

Attach complete product descriptions, drawings, photographs, performance and test data, manufacturer literature, samples and colors in the case of articles or products, and other information necessary for evaluation.

Similar projects on which the product was used (include Project, Owner, Owner's Contact information, Location, and date):

1. _____
2. _____
3. _____

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:

Section Number Title

H. Will substitution require more license fees or royalties than specified product?
Yes ___ No ___. If Yes, explain _____

I. Will substitution differ in cost from the 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 _____

K. What is the code impact of this substitution request? Specify the section(s) of the applicable code(s) this impacts.

Submitted By:

Signature

Firm

Address

Date

Telephone

For DP's Use Only:

_____ Accepted ___ Accepted as Noted

_____ Not Accepted

Remarks:

DP Signature:

Date:

For Owner's Use Only:

_____ Accepted ___ Accepted as Noted

_____ Not Accepted

Remarks:

Owner Signature:

Date:

Section Number | Title

00 43 36 Proposed Subcontractors Form

SUBCONTRACTOR LIST FS #3

PROJECT NAME: ASPHALT 2020 STREETS

PROJECT NO.: 08.020.202

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 Bidder 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 may be considered non-responsive. Subcontractor List must be enclosed inside bid package per Section 00 43 36. All bidders must sign page 2 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]

Section Number Title

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

I submit that the preceding is correct and current as of _____.
[BID OPENING DATE]

[COMPANY] [AUTHORIZED REPRESENTATIVE] [DATE]

Section Number	Title
00 43 83	Proposed Construction Schedule Form

Section Number | Title

00 45 00 Representations and Certifications
00 45 13 Bidder's Qualifications

CONTRACTOR STATEMENT OF QUALIFICATIONS FS#2

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

FILL IN ALL BLANKS. IF NOT APPLICABLE, INSERT "N.A."

COMPANY NAME: _____

CONTACT: _____ PHONE: _____ FAX: _____

YEARS IN BUSINESS UNDER ABOVE NAME: _____ YEARS IN BUSINESS IN ARIZONA: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

[ ] SOLE PROPRIETORSHIP [ ]PARTNERSHIP [ ] CORPORATION [ ] STATE OF INCORPORATION
[ ] WOMEN-OWNED BUSINESS [ ]MINORITY-OWNED BUSINESS [ ] SMALL BUSINESS (LESS THAN $4M GROSS/YR OR LESS THAN100 FTE) CHECK ANY THAT APPLY TO YOUR BUSINESS

CONTRACTOR LICENSE NO: _____ CLASS: _____ STATE: _____

BONDING COMPANY: _____ AGENT: _____

ANY OTHER BUSINESS NAMES USED: _____ YEARS ____ TO _____

PAST PROJECT SIZE EXPERIENCE:

1. $ 10,000 - $100,000 # OF PROJECTS COMPLETED IN PAST 5 YEARS _____
2. $100,000 - $500,000 # OF PROJECTS COMPLETED IN PAST 5 YEARS _____
3. $500,000 - $2,000,000 # OF PROJECTS COMPLETED IN PAST 5 YEARS _____
4. $2,000,000 + # OF PROJECTS COMPLETED IN PAST 5 YEARS _____

PERCENTAGE OF WORK NORMALLY ACCOMPLISHED WITH YOUR OWN FORCES: _____
PRESENT NUMBER OF PERSONNEL: _____
WILL YOU EXPAND YOUR WORK FORCE FOR THIS PROJECT? _____ HOW MANY? _____
COMPUTER SOFTWARE USED FOR SCHEDULING PURPOSES: _____
COMPUTER SOFTWARE USED FOR DOCUMENT TRACKING PURPOSES: _____

Section Number Title

REFERENCES: (BANK, TRADE, PROFESSIONAL)

1. _____
   [NAME] [ADDRESS] [PHONE NO.]

2. _____
   [NAME] [ADDRESS] [PHONE NO.]

3. _____
   [NAME] [ADDRESS] [PHONE NO.]

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 _____, 20___.

NOTARY PUBLIC: _____

MY COMMISSION EXPIRES: _____

Section Number	Title
00 50 00	**Contracting Forms and Supplements**
00 52 00	**Agreement Forms**
00 52 13	Agreement Form

The form of agreement between the Owner and Contractor shall be the Construction Agreement Between Owner and Contractor, Arizona Board of Regents. A copy of the latest version is available for review at on the website for information purposes only.

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.

****END OF SECTION****

Section Number	Title
00 60 00	**Project Forms**
00 61 00	**Bond Forms**
00 61 13	Performance and Payment Bond Forms

Section Number Title

ARIZONA BOARD OF REGENTS **PERFORMANCE BOND FS#4**
PURSUANT TO BOARD OF REGENTS POLICY 3-804E
(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 _____, 20___, 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 3-804E, 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_____, 20___.

_____	_____
PRINCIPAL SEAL	SURETY SEAL
By:_____	BY:_____
	_____
	Bond Number
_____	_____
Agent Name & Telephone	Bonding Company & Telephone
_____	_____
Agent Address	Bonding Company Address

Section Number Title

Arizona Board of Regents **PAYMENT BOND FS#5**
PURSUANT TO BOARD OF REGENTS POLICY 3-804E
(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 _____, 20___, 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 3-804E, 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 _____, 20___.

_____	_____
PRINCIPAL SEAL	SURETY SEAL
BY:_____	BY:_____
	_____
	Bond Number
_____	_____
Agent Name & Telephone	Bonding Company & Telephone
_____	_____
Agent Address	Bonding Company Address

Section Number | Title

00 62 00 Certificates and Other Forms

00 62 11 Submittal Transmittal Form (FS#27)

CONTRACTORS SUBMITTAL TRANSMITTAL FORM

PROJECT #:	**CONTRACTOR:**
PROJECT NAME:	**DATE:**
TO (OWNER): Northern Arizona University Facility Services Planning, Design, & Construction PO Box 5637 Flagstaff, AZ 86011	**SUBMITTAL NO:** ☐ New Submittal ☐ Resubmittal

Specification Section No.: _____

Schedule Date of Submittal: _____

Submittal Type: ☐ Shop Drawing ☐ Sample ☐ Other: _____

THE FOLLOWING ITEMS ARE HEREBY SUBMITTED:

Number of Copies	Description of Item Submitted (Type, Size, Model Number, Etc.)	Spec and Para. No.	Drawing or Brochure Number	Contains Variation to Contract	
				Yes	No

CONTRACTOR hereby certifies that (i) CONTRACTOR has complied with the requirements of Contract Documents in preparation, review, and submission of designated Submittal and (ii) the Submittal is complete and in accordance with the Contract Documents and requirements of laws and regulations and governing agencies.

CONTRACTOR **SIGNATURE** **PRINT** **DATE**

Arizona Board of Regents

OWNER **SIGNATURE** **PRINT** **DATE**

Section Number | Title

00 62 16 | Certificate of Insurance Form (FS#6)

ARIZONA BOARD OF REGENTS
CERTIFICATE OF INSURANCE (FS#6)

PROJECT NAME: Asphalt 2020 Streets NAU PROJECT #: 08.020.202

PRODUCER	**COMPANIES AFFORDING COVERAGE** 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 **A- VII**	**CURRENT A.M. BEST RATING**
	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	
	GENERAL LIABILITY				GENERAL AGGREGATE	$ 2,000,000
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	$ 1,000,000
	: OCCURRENCE				PERSONAL & ADV INJURY	$ 1,000,000
					EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 50,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$ 1,000,000
	: ANY AUTO					
	PROFESSIONAL LIABILITY				EACH OCCURRENCE	$ 1,000,000
	□ TYPE: _____				AGGREGATE	
	□ CLAIMS MADE □ OCCURRENCE					
	EXCESS LIABILITY				EACH OCCURRENCE	$
	□ UMBRELLA FORM				AGGREGATE	
	□ OTHER THAN UMBRELLA FORM					
	WORKERS COMPENSATION AND				STATUTORY LIMITS	
	EMPLOYERS' LIABILITY				EACH ACCIDENT	$ 1,000,000
					DISEASE-POLICY LIMIT	$ 1,000,000
					DISEASE-EA EMPLOYEE	$ 1,000,000
	BUILDERS RISK				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, AUTO LIABILITY, AND WORKERS' COMPENSATION SHALL CONTAIN A WAIVER OF SUBROGATION AGAINST THE STATE OF ARIZONA, ITS DEPARTMENTS, AGENCIES, BOARDS, COMMISSIONS, UNIVERSITYS & ITS OFFICERS, OFFICIALS, AGENTS, & EMPLOYEES FOR LOSSES ARISING FROM WORK PERFORMED BY OR ON BEHALF OF THE CONTRACTOR.

CERTIFICATE HOLDER/ADDITIONAL INSURED	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY
NORTHERN ARIZONA UNIVERSITY **THE ARIZONA BOARD OF REGENTS** **THE STATE OF ARIZONA** FACILITY SERVICES BOX 5637 FLAGSTAFF, AZ 86011	**SIGNATURE DATE**

Section Number	Title
00 62 23	Construction Waste Diversion Form Owner participates annually in the best international sustainability assessment conducted by the Association for the Advancement of Sustainability in Higher Education (AASHE). Owner has been participating in AASHE's Sustainability Tracking, Assessment, and Rating System (STARS) since 2011 and currently maintains a Gold Ranking. Participation in this program continuously gets NAU great rating's in Sierra Club's "Cool Schools" issue the Princeton Review's "Greenest Schools" issue. This report collects information on, "Construction and Demolition Waste Diversion" which requires detailed tracking of all construction waste on campus. Contractors are required to track waste on certain projects. Confirm with Owner at the beginning of each project on whether or not it is needed. The FS 49 Construction Waste Tracking Log is located online at: https://in.nau.edu/facility-services/forms-index/.
00 62 34	Recycled Content of Materials Form
00 62 76	Application for Payment Form All payments shall be made in accordance with the Agreement, and utilize the FS #11 for Contractors, the FS #60 for Design Builders, and the FS #98 for Design Professionals.
00 63 00	**Clarification and Modification Forms** Many of the NAU forms are located at: https://in.nau.edu/facility-services/forms-index/
00 63 13	Request for Interpretation Form
00 63 19	Clarification Form
00 63 25	Substitution Request Form (During Construction) Any substitutions to the specifications must be approved by Owner and DP using the Substitution Request Form in Section 00 43 25.
00 63 33	Supplemental Instruction Form
00 63 36	Field Order Form
00 63 43	Written Amendment Form
00 63 46	Construction Change Directive Form This form can be located on the NAU Facility Services website.
00 63 57	Construction Change Proposal Request This form can be located on the NAU Facility Services website, as FS #12.
00 63 63	Change Order Form
00 63 66	Contingency Use Authorization Form This form can be located on the NAU Facility Services website.
00 63 69	Allowance Use Authorization Form This form can be located on the NAU Facility Services website.

Section Number | Title

00 65 00 **Closeout Forms**

Closeout Forms and Other Project Closeout Requirements - may include but are not limited to the following:

A. Substantial Completion

1. Fire Marshal Acceptance Alarm/Sprinkler and State Fire Marshal Acceptance Report
2. State Elevator Inspection Report
3. Insurance Carrier Certificate for Boiler Inspection
4. Preliminary Balance Report
5. Preliminary As-Builts
6. Attic Stock
7. Substantial Completion Project Inspection (FS #15)
8. Punchlist Issued (FS#24)
9. Certificate of Substantial Completion (FS#81)
10. Schedule of Required Maintenance (FS#88)

B. Final Completion

1. Final Balance Report
2. Final As-Builts
3. First Season Commissioning Complete
4. Second Season Commissioning Complete
5. Operations and Maintenance Manuals
6. Electronic Copy of All Approved Submittals and Shop Drawings
7. Special Warranties
8. Keys Returned (FS#10)
9. Project Final Inspection (FS#15)
10. Punchlist Complete (FS#24)
11. Project Warranty (FS#80)
12. Certificate of Final Completion (FS#81A)
13. Affidavit Non Use Asbestos Certificate (FS#83)

C. Final Payment

1. Contractor Final Payment Application
2. Final Subcontractor List (FS#82)
3. All Subcontractor Lien Releases (FS#84)
4. Consent of Surety to Final Payment Received (FS#88)
5. General Contractor Lien Release (FS#89)
6. Contractor Affidavit of Payment (FS#99)

Templates of the forms (FS#) can be found at: https://in.nau.edu/facility-services/forms-index/

00 65 14 Punchlist Form (FS#24)
00 65 15 Project Inspection Form (FS#15)
00 65 16 Certificate of Substantial Completion Form (FS#81)
00 65 17 Schedule of Required Maintenance Form (FS#88)

Section Number	Title
00 65 19	Certificate of Final Completion Form (FS#81A)
00 65 19.13	Affidavit of Payment (FS#99)
00 65 19.16	General Contractor Lien Release Form (FS#89)
00 65 19.17	Subcontractor Lien Release Form (FS #84)
00 65 19.19	Consent of Surety to Final Payment Form (FS#87)
00 65 19.19	Final Subcontractor List (FS#82)
00 65 36	Warranty Form (FS#80)

****END OF SECTION****

Section Number | Title

00 70 00 Conditions of the Contract

00 71 00 Contracting Definitions

00 72 00 General Conditions

The General Conditions of the Standard Form Agreement Between Owner and Contractor, Arizona Board of Regents are hereby made part of the Contract Documents, as if they are included in the following pages. A copy is appended to the construction agreement and available for review at https://in.nau.edu/facility-services/dp-contract/ or information purposes only.

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.

00 73 00 Supplementary Conditions

00 73 15 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 3-804E. Bonds shall be executed by Corporate Sureties licensed in Arizona. **Bonds must be submitted on the forms included in Section 00 61 13.**

Performance Bond

Pursuant to Arizona Board of Regents Policy, the Contractor shall file with the Owner, prior to the time of execution of the Contract, a Performance Bond on the Owner approved Form, referenced in, Section 00 61 13.13 in a penal sum equal to one hundred percent (100%) of the Contract. The Performance Bond must be executed on the above 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.

Payment Bond

Pursuant to Arizona Board of Regents Policy, the Contractor shall file with the Owner prior to the time of execution of the Contract, a Payment Bond on the Owner approved Form, referenced in Section 00 62 13, in a penal sum equal to one hundred percent (100%) of the Contract. The Payment Bond must be executed on the above 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.

Certificates of Compliance with Applicable Laws and Regulations

Lien Releases

Upon completion of this Project, and before final payment is made, the Contractor will furnish to the Owner one hundred percent (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 to Contractor, or if for any other reason 100% Unconditional Lien Releases cannot be obtained from all subcontractors, the Contractor may provide the University with an indemnity bond.

Section Number	Title

00 73 16 Insurance Requirements

Insurance Requirements are defined by the contract.

00 73 19 Health and Safety Requirements

Beginning July 1, 2016, the use of all tobacco products, including those not approved by the FDA for cessation is prohibited on university property, facilities, grounds, parking structures, privately-owned vehicles and structures owned or leased by the University. This includes, but is not limited to, the use of cigarettes, e-cigarettes, hookah, e-hookah, chew, dip, snuff, cigars, pipes, vaporizers, etc.

00 73 34 Affirmative Action for Disabled Workers

Refer to https://in.nau.edu/facility-services/dp-contract/ for specific requirements within the Construction Agreement.

00 73 36 Equal Employment Opportunity Requirements

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.

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.

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.

Section Number	Title
00 73 37	Legal Worker Requirements Refer to https://in.nau.edu/facility-services/dp-contract/ for specific requirements within the Construction Agreement.

Section Number | Title

00 73 38 Sudan, Iran & Israel

Refer to https://in.nau.edu/facility-services/dp-contract/ for specific requirements within the Construction Agreement.

No Boycott of Goods or Services from Israel. If the Goods/Services provided under this Agreement include the acquisition of services, supplies, information technology or construction with a value of at least $100,000 and Supplier is engaged in for-profit activity and has 10 or more full-time employees, then, to the extent required by ARS § 35-393.01, Supplier certifies it is not currently engaged in, and during the term of this Agreement will not engage in, a boycott of goods or services from Israel.

By signing this form, Bidder certifies that it is not currently engaged in and agrees, for the duration of the Contract, to not engage in a Boycott of Israel.

Name of Bidder		
Name of Contact		Title of Contact
Address 1		Address 2
City	State	Zip Code
		-
Telephone Number		E-mail address, if available
( ) -		( ) -
Print Name of Offeror's Authorized Agent		Signature of Offeror's Authorized Agent
Title of Offeror's Authorized Agent		Date

Section Number	Title
00 73 39	Minority Business Enterprise Requirements Refer to https://in.nau.edu/facility-services/dp-contract/ for specific requirements within the Construction Agreement.
00 73 50	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 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, Notice of Award, Contract and/or Agreement.

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 Owner, that the time for completion of the work will be set by the Substantial and Final completion dates as identified in Notice to Proceed, Notice of Award, Contract and/or Agreement..

Now, if the said Contractor shall neglect, fail, or refuse to complete the Work by the specified date, 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 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: ____$1,000.00_____
(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: ____$500.00_____
(Dollar Amount)
for every day beyond the date of Final Completion as established in the Contract Documents and per 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.

00 73 60 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.

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 DP for proposal screening. During this screening, the DP will render an opinion as to the relative merits of the proposal.

The DP 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 (l) 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.

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.

****END OF SECTION****