

DIVISION 00

UA No.

Section 00030

NOTICE TO CONTRACTORS

ARIZONA BOARD OF REGENTS

NOTICE TO CONTRACTORS OF INTENT TO RECEIVE BIDS

Sealed bids will be received until [\_\_p.m., \_\_, \_\_,] 20[\_\_], by the Arizona Board of Regents, care of the Department of Facilities Design and Construction, University Service Annex, Room \_\_, University of Arizona in Tucson, Attention: Mr. Robert R. Smith, for the furnishing of all labor, materials, transportation and services required for Project No.: [\_\_\_\_]; [\_\_\_\_\_] on the campus of the University of Arizona in accordance with the plans and specifications on file in the office of [\_\_\_\_], Tucson, Arizona 857 [\_\_]. The project consists of [insert example]

Bids will be opened publicly in Room [\_\_] of the University Service Annex, 220 West Sixth Street, on [\_\_], [\_\_], 20[\_\_] at [\_\_] and read aloud. Plans and specifications for the proposed work may be obtained at [Reproductions, Inc., 234, East Sixth Street, Tucson, Arizona 85705], Phone [622-7747], by making a deposit of [\$50.00] per set in the form of check or money order, made payable to the University of Arizona. Bidders may obtain [2] sets on deposit, which will be refunded upon the return of the plans and specifications in **good condition**. Bidders desiring to obtain additional sets may do so by a direct, non-refundable purchase. Plans and specifications **shall be returned to [Reproductions, Inc] within ten (10) calendar days after the bid date** to be eligible for refund.

All Potential Bidders are strongly urged to attend the Pre-Bid Conference and Site Visit. The Conference will be held on [\_\_day\_\_], [\_\_date\_\_], at [\_\_time\_\_]. Bidders shall assemble at [location].

All Potential Bidders are cautioned that attendance at the Pre-Bid Conference and Site Visit is mandatory for general contract bidders and for [subcontractors] subcontract bidders. Each attending firm must be represented by its actual proposed project manager, superintendent, and/or foreman to qualify as having attended the Meeting. The Meeting will be held on [\_\_day\_\_], [\_\_date\_\_], at [\_\_time\_\_]. Bidders shall assemble at [location]. (refer to the map in the drawings).

A certified or cashier's check or a surety bond for ten percent (10%) of the total amount of the Bid (base plus all additive optional prices) and applicable local transaction privilege or use taxes or both must accompany each Bid, as a guarantee that the Contractor will enter into a contract to perform the Bid 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, which check or bond 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.

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The apparent low bidder, after receiving a Notice of Intent to Award, shall furnish to the aforesaid Board of Regents satisfactory performance and payment bonds, each in an amount equal to one hundred percent (100%) of the full amount of the Bid. These bonds are not to be expressly limited as to time in which action may be instituted against the surety company for possible non-performance of the Contractor.

Work shall commence in accordance with a Notice to Proceed issued after execution of the contract and shall be completed **[within [ ] [ ] days from the starting thereof.] [by \_\_\_\_\_.]**

The Board 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 **[sixty (60) days]** after the date of the opening thereof. No bidder may withdraw his bid during this **[sixty (60)]** day period.

All correspondence relating to this project should be addressed to:

ARIZONA BOARD OF REGENTS

**[\*\*name\*\*]**

Project Coordinator  
Department of Facilities  
Design and Construction  
University of Arizona  
P.O. Box 210300  
Tucson, Arizona 85721-0300

By: Robert R. Smith  
Director  
Department of Facilities  
Design and Construction

PUBLISH: **Daily Territorial:** \_\_\_\_\_, and \_\_\_\_\_, 20\_\_\_\_

**[Mesa Tribune\_\_\_\_\_:** \_\_\_\_\_ and \_\_\_\_\_, 20 \_\_\_\_]

**[Scottsdale Progress\_\_\_\_\_:** \_\_\_\_\_ and \_\_\_\_\_, 20 \_\_\_\_]

**[Construction Market Data :** \_\_\_\_\_ and \_\_\_\_\_, 20 \_\_\_\_]

**Issued October 2003**

**1 SUMMARY**

**1.1 DOCUMENT INCLUDES**

**A. Invitation**

1. Bid Submission.
2. Work Identified in the Contract Documents.
3. Contract Time.

**B. Bid Documents and Contract Documents.**

1. Definitions.
2. Contract Documents Identification.
3. Availability.
4. Examination.
5. Inquires/Addenda.
6. "Or Equal" Products.

**C. Site Assessment.**

1. Site Examination.
2. Prebid Conference.

**D. Qualifications.**

1. Evidence of Qualifications and Responsibility.
2. Subcontractors.

**E. Bid Submission.**

1. Bidder Interest in More Than One (1) Bid.
2. Submission Procedure.
3. Bid Acceptability.

**F. Bid Enclosures/Requirements.**

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**INSTRUCTION TO BIDDERS**

1. Security Deposit.
  2. Qualification of Corporate Signature.
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  4. Performance Assurance.
  5. Insurance.
  6. Bid For Requirements.
  7. Fees for Changes in the Work.
  8. Bid Form Signature.
  9. Additional Bid Information.
- G. Selection and Award.
1. Contract.
  2. Optional Prices.
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- H. Bid Acceptance/Rejection.
1. Duration of Bid.
  2. Acceptance of Bid.
- I. Owner Policies/Regulations.
1. Approved Applicator letter.
  2. Policy on Sexual Harassment.
  3. Drugs, Alcohol and Firearms.
  4. Recycling and Reuse of Salvaged/Surplus and Waste Materials.
  5. Payment to Subcontractors.

**1.2 RELATED DOCUMENTS**

- A. Document 00030 – Notice to Contractors of Intent to Receive Bids.

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- B. Document 00200 – Information Available to Bidders.
- C. Document 00300 Bid Form– Stipulated Price.
- D. Document 00400 – Supplements to Bid Form.
- E. Document 004100 – Bid Bond.
- F. Document 00490 – Qualification of Corporation Signature.
- G. Document 00491 – Qualification of Limited Liability Company Signature.
- H. **[Document 00800 – Supplementary Conditions]**

## 2 INVITATION.

## 2.1 BID SUBMISSION

- A. Properly executed Bids, signed, dated and under seal, when applicable, will be received by the Owner as stated in the Notice to Contractors of Intent to Receive Bids.
- B. Bids submitted after the stated time will be returned to the bidder unopened.
- C. Submit all of Document 00400 – Supplements to Bid Form with the Bid except as directed by Subsection 7.9 of these Instructions to Bidders.
- D. Bids will be opened publicly at the time and location stated in the Notice to Contractors of Intent to Receive Bids.
- E. Any Bidder may withdraw his bid, either personally or by written request, at any time prior to the scheduled closing time for receipt of bids. No Bid may be withdrawn after the scheduled closing time for receipt of bids.

## 2.2 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract comprises **[general construction], [site development], [remodeling], [renovation], [demolition], [\_\_\_\_\_] [including structural], [mechanical], [electrical], [\_\_\_\_\_] Work].**
- B. This Project is located on the campus of the University of Arizona, Tucson, Arizona.
- C. Work required by any one of the Contract Documents shall be binding as if required by all. The intention of the Documents is to include all labor, equipment, material or other items inferable from the documents as being necessary to produce the intended results.

## 2.3 CONTRACT TIME

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- A. Perform the Work within the time stated in the Bid Form. The Bidder, by submitting a Bid, accepts the Contract Time period stated for performing the Work. The completion date in the Agreement shall be the Contract Time added to the commencement date set forth in the Notice to Proceed.
- B. By submitting a Bid, every Bidder represents that the Bid is based upon the completion time specified in the Bidding Documents, and acknowledges that Owner shall not be liable in any way for damages, claims or suits arising from Bidder's intended completion of the Project prior to the contractual completion date.

## 3 BID DOCUMENTS AND CONTRACT DOCUMENTS

## 3.1 DEFINITIONS

- A. Bid Documents: Consist of the Contract Documents including Instructions to Bidders, Information Available to Bidders, Bid Form and Appendix A, other Supplements to Bid Forms and Appendices as applicable, Bid securities, and all items listed in the Table of Contents of the Project Manual.
- B. Contract Documents: The Construction Agreement Between Owner and Contractor with General Conditions of the Construction Agreement **[(Construction Manager Edition)]**, including issued Addenda.
- C. Bid or Bidding: Act of submitting a Bid.
- D. Bid Price: Monetary sum identified by the Bidder in the Bid Form.

## 3.2 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are dated (\_\_\_\_\_) and identified as Project number (\_\_\_\_\_) **(insert project name)**, as prepared by **[the Architect/Engineer]** under the direction of the President of the University of Arizona for the Arizona Board of Regents.

## 3.3 AVAILABILITY

- A. Bid Documents may be obtained as stated in the Notice to Contractors of Intent to Receive Bids.
- B. Deposit will be refunded if Bid Documents are returned complete, undamaged, unmarked and reusable, within the time period stated in the Notice. Failure to comply will result in forfeiture of deposit.
- C. Bid Documents are made available only for the purpose of obtaining Bids for this Project. Their use does not grant a license for other purposes.

## 3.4 EXAMINATION

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- A. Bid Documents are on display at Shirley's Plan Services, FW Dodge, and Reed Construction Data.
- B. Upon receipt of Bid Documents, verify that documents are complete. Notify Architect/Engineer should the documents be incomplete.
- C. Immediately notify the Architect/Engineer upon finding discrepancies or omissions in the Bid Documents.

## 3.5 INQUIRIES/ADDENDA

- A. Should a Bidder find discrepancies in, or omissions from the drawings, specifications or other bidding documents, or should he be in doubt as to their meaning, he should at once notify in writing, using the Form included at the end of these Instructions, **[(Person and Firm names) ] telephone [ ]**, who will send a written instruction, correction or interpretation to each person receiving a set of such documents in the form of an Addendum. The Owner will not be responsible for any explanations or interpretations except those duly issued in the form of written Addenda. Addenda so issued during the time of bidding shall be acknowledged on the bid form and will be made part of the contract documents, and all resultant costs shall be included in the Bid Price. Such Addenda shall be binding on all Bidders, and it shall be the responsibility of all Bidders to ascertain the existence of Addenda and the content of each and to acknowledge same on the Bid Form.
- B. Clarifications requested by Bidders must be in writing, using the Form included at the end of these Instructions, not less than **[ 7 ]** days before date set for receipt of Bids, to enable reply in the form of an Addendum.
- C. Should any Bidder have questions after complying with the above instruction, he shall notify **[(FDC contact)]** not later than five (5) days prior to the bidding date by calling the following" **( ) ( )**.

## 3.6 "OR EQUAL" PRODUCTS

- A. Each Bidder represents that his Bid is based upon the materials and equipment described in the Bid Documents.
- B. Any Pre-bid requests for substitution of products shall follow the procedure specified herein.
- C. No "or equal" products will be allowed unless written approval has been obtained for the proposed "or equal" material or equipment prior to the opening of Bids. Such prior approval shall be by the Architect, in writing, in the form of an Addendum to the Bid Documents.
- D. In order for prior approval to be given, a written request for approval of such products shall be submitted at least **[fourteen (14) calendar days]** prior to bidding, using the Form included at the end of these Instructions, and the material submitted shall

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include a complete description, drawings, specifications, cut sheets, performance and test data and any other information necessary for a complete evaluation.

- E. Wherever the words "or equal" occur in the Bid Documents, such wording shall be construed to mean "or equal product as approved by the Architect/Engineer prior to submission of Bids."
- F. For information regarding substitution of material or equipment after Bids have been opened, see Subsection 1.7 of Section 01600 of the Specifications.
- G. For information regarding substitution of subcontractors see Section 5.2, Subcontractors, of these Instructions to Bidders.

## 4 SITE ASSESSMENT

## 4.1 SITE EXAMINATION

- A. Before bidding, Bidder shall examine the site and fully determine the conditions under which he will operate in performing the work under this contract. No allowance will be made subsequently for his failure to do so. He shall satisfy himself as to the nature and location of the work and the general and local conditions. He shall gain full knowledge as to transportation, disposal, handling and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of his work and the contract for which he submits his bid.
- B. Any failure by the Bidder to acquaint himself with all the available information shall not relieve him from any responsibility for performing his work properly. No additional compensation shall be allowed for conditions reasonably ascertainable by Bidder prior to submission of his Bid.
- C. Bidders are cautioned that certain work hour restrictions (Owner, City of Tucson, or both) may apply to this project, and that all such applicable restrictions will be strictly enforced. Refer to Section 01010 for details of Owner regulations.
- D. A visit to the project site has been arranged for bidders as part of the Prebid Conference.

## 4.2 PREBID CONFERENCE

- A. A bidders conference has been scheduled as stated in the Notice to Contractors of Intent to Receive Bids. All general contract **[and [major] subcontract]** Bidders **[and suppliers]** are invited.

\*\*\*\*\*[OR]\*\*\*\*\*

Due to the nature of this Project, the Owner is requiring all interested Bidders attend the Prebid Conference and site visit. This requirement applies to all general contract bidders, and to the following subcontractors.



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**[list subcontractor discipline]**

General contract bids will be accepted from attendees only, and non-attending subcontractors in the above disciplines will be deemed unacceptable.

The Owner will make every reasonable effort to schedule the Prebid Conference for the convenience of all interested bidders.

- B. Representatives of the **[Owner]** **[Architect/Engineer]** **[\_\_\_\_\_]** will be in attendance.
- C. Summarized minutes of this meeting will be circulated to **[attendees]** **[all plan holders of record]** **[\_\_\_\_\_]**. These minutes **[will not]** **[will]** form part of the Contract Documents.
- D. Information relevant to the Bid Documents will be recorded in an Addendum.

## 5 QUALIFICATIONS

## 5.1 EVIDENCE OF QUALIFICATIONS AND RESPONSIBILITY

- A. Upon request of the Owner, a Bidder whose bid is under consideration for the award of the Contract shall submit promptly to the Owner satisfactory evidence showing the Bidder's financial resources, his construction experience, organization, and resources available for the performance of the Contract.

## 5.2 SUBCONTRACTORS

- A. The Owner reserves the right to reject a proposed Subcontractor for reasonable cause.
- B. Refer to Section 13 of the General Conditions.
- C. The University of Arizona believes that seeking or encouraging post-bid or post-award price competition among subcontractors ("bid shopping") by an apparent low or successful general contract bidder has a detrimental effect upon quality and delivery of the completed project, and is not in the best interests of the University. Therefore the University will not approve substitution of a subcontractor on the basis of lower price. The conditions under which the University will consider a request for substitution of a subcontractor are:
  - 1. The request for substitution is a result of changes in scope, materials or equipment made by Owner during post-bid cost reduction negotiations as allowed by Subsection 3-803.B.7 of the University Procurement Code.
  - 2. Owner actions, such as the selection of Optional Price(s) or optional work, makes a subcontractor's bid non-responsive or significantly non-competitive.

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3. Written admission by the subcontractor of its inability to perform the work included in its bid or subcontractor as required by the Contract Document.
  4. A written refusal by the subcontractor to enter into a subcontract for the price and scope of work included in its bid on bid day, utilizing the standard subcontract form required by Subsection 5.2.E below.
  5. Insolvency or bankruptcy, cessation of business operations, or other inability of the subcontractor to perform the work bid or contracted for.
  6. Persistent or repeated failure or refusal by the subcontractor to perform its work as reasonably expected by the General Contractor to enable the General Contractor to meet its contractual commitment to the University.
  7. No license or improper license for the work included in the bid or subcontract.
- D. When the Bidder proposes to perform certain items of work with its own forces and so indicates on the List of Subcontractors (Appendix A), the Bidder shall, as Contractor, perform the work so designated unless the Owner has a reasonable objection to such arrangement prior to the award of the Contract.
- E. The University of Arizona believes there is a need for uniformity of contract documents at all tiers of the construction contracting process. Therefore, the University requires that all subcontractors on University projects be executed using AIA Form A401-1997. This form shall be fully conformed to be provisions of the Prime Contract, including, but not limited to, the following changes:
1. Delete Paragraph 1.2 in its entirety.
  2. Delete from the first sentence of Paragraph 2.1 the words "the provisions of the edition of AIA Document A201 current as of the date of this Agreement apply to this Agreement pursuant to Paragraph 1.2 and".
  3. Delete Paragraph 3.2.5 in its entirety.
  4. Add Paragraph 6.3 as follows:

"This Article 6 shall not be deemed a limitation of rights or remedies which the Subcontractor may have under Federal law or under applicable labor or material payment bonds unless such rights or remedies are expressly waived by the Subcontractor."
  5. Delete the wording "along with reasonable overhead and profit on the Work not executed" at the end of Paragraph 7.2.4.
  6. Delete Paragraphs 13.7.2, 13.7.3, and 13.8 in their entirety.

As evidence of compliance with this Subsection 5.2.E, the Contractor shall furnish to the Owner, within the time limits stated in Section 01300 of the Project Manual, one fully executed copy of all subcontracts for this project. Each copy shall consist of the

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subcontract agreement (Form A401), with compensation amounts deleted but including all special or supplementary conditions applicable to the subcontract.

- F. The University of Arizona is subject to and complies with the prompt pay provisions contained in the University Procurement Code under Subsection H of Section 3-804. Bidder's attention is directed to the payment provisions of the subcontract agreement (AIA Form A401-1997) specified under Subsection 5.2.E above for use on all University projects. The provisions of Form A401 regarding payment to subcontractors are in general more stringent than are the provisions contained in the University Procurement Code.

The University of Arizona believes prompt payment at all levels of the construction process is vital to a successful project for all the parties involved. Therefore, the University welcomes inquiries or notices regarding slow payment or nonpayment from any party with appropriate standing. In no event will the University continue to make progress payments when there is or appears to be a violation of Subsection 3-804.H of the University Procurement Code which requires payment to subcontractors by the General Contractor within seven (7) days of receipt of the Owner's payment.

- G. In accordance with Section 13.5 of the General Conditions, the Owner requires from each subcontractor whose subcontract amount is \$100,000 or more a Performance Bond obtained by the subcontractor as a separate entity. These subcontractor bonds shall be written using the form (Arizona Board of Regents—Performance Bond for Subcontractors) bound in the Project Manual, copies of which are available from the Owner. Subcontractor bonds shall accompany the subcontracts when submitted in accordance with Subsection 5.2.E above. If approved in advance by the Owner, the Contractor may provide subcontractor default protection that is equivalent or better than bonds provided by the subcontractors. The cost of such bonds or default protection shall be included in the Bid.

Upon request by the Owner, a Bidder whose bid is under consideration for the award of the Contract shall submit promptly to the Owner a proof of ability to obtain a performance bond as a separate entity for each subcontract bidder subject to the provisions of this Subsection 5.2.G. The proof of ability shall be on the original letterhead of the subcontractor's bonding agent, be signed by the individual within the agency authorized to sign such a certification, and embody the following wording:

"I certify that this agency regularly issues Performance Bonds on behalf of (insert name of subcontractor) with (list name of Surety) as Surety, and that this agency will issue a Performance Bond with that Surety for the work proposed to be performed by (insert name of subcontractor) on University of Arizona Project No. (insert University project number). The Bond will be executed on the prescribed form as bound in the Project Manual for the Project upon award of the subcontract, and the penal sum will equal the full amount of the subcontract."

Failure to submit the required proof for any subcontract bidder subject to the provisions of this Subsection 5.2.G will render the subcontract bidder unacceptable to the Owner.

**Section 00100****INSTRUCTION TO BIDDERS****6 BID SUBMISSION****6.1 BIDDER INTEREST IN MORE THAN ONE BID**

- A. No person, firm, or corporation shall be allowed to make or file more than one (1) bid for the same work. A person, firm, or corporation who has submitted a sub-bid to a Bidder, or who has quoted prices on materials to a Bidder, is not hereby disqualified from submitting a sub-bid or quoting prices to other Bidders, but is disqualified from submitting a Bid for the work as a Bidder. All Bidders are disqualified from submitting sub-bids or quoting material prices to other Bidders.

**6.2 SUBMISSION PROCEDURE**

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and by the time prescribed.
- B. Submit one copy of the executed Bid on the Bid Form provided, signed (and sealed, when applicable) with the required security and supporting documents in a sealed opaque envelope, addressed to the Owner, clearly identified with Bidder's name, project name and number and the date and hour of the opening of the Bids on the outside.

**6.3 BID ACCEPTABILITY**

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of a similar kind, will, at the discretion of the Owner, be declared unacceptable, and be rejected.
- B. Failure to provide security deposit, bonding or to meet the insurance requirements will invalidate the bid.

**7 BID ENCLOSURES/REQUIREMENTS****7.1 SECURITY DEPOSIT**

- A. A bid security (a certified or cashier's check, or a bid bond) in an amount equal to ten percent (10%) of the total Bid (base plus all additive optional prices and applicable local transaction privilege or use taxes or both) must accompany each Bid when submitted. Only Bid Bonds utilizing the form contained in the Bid Documents or a photocopy thereof are acceptable.
- B. A Bid Bond must name the Owner as obligee, contain the name and number of the project, and be signed and sealed by the Bidder and surety.
- C. A certified or cashier's check must be made in the name of the Owner.
- D. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bonds and insurance certificates, and signing of the Contract by the acceptable Bidder.

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- E. Include the cost of bid security of the Bid Price.
- F. After a contract has been awarded, all securities will be returned to the respective Bidders.
- G. If no contract is awarded, all security deposits will be returned.

**7.2 QUALIFICATIONS OF CORPORATE SIGNATURE**

- A. If the Bidder is incorporated, a properly completed Qualification of Corporation Signature form should be submitted with the Bid.
- B. The certification must be made by an authorized Office of the corporation other than the individual named in the top portion of the form.

**7.3 QUALIFICATION OF LIMITED LIABILITY COMPANY SIGNATURE**

- A. If the bidder is a Limited Liability Company, a properly completed Qualification of Limited Liability Company Signature form should be submitted with the Bid.
- B. The certification must be made by a company member other than the individual named in the top portion of the form.

**7.4 PERFORMANCE ASSURANCE**

- A. Accepted Bidder: Provide Performance and Payment Bonds as described in Section 16 of the General Conditions.
- B. Subcontracts of \$100,000 or more in value: Provide Performance Bond as described in Section B of the General Conditions.
- C. Include the cost of performance bonds in the Bid Price.

**7.5 INSURANCE**

- A. Accepted Bidder: Provide insurance certificates as required by the General Conditions as amended.

**7.6 BID FORM REQUIREMENTS**

- A. Complete all requested information in the Bid Form and Appendices.
- B. Bids shall be submitted only on the forms contained herein or photocopies thereof. All required signatures and initials must be original manual ink signatures or initials of the signer. Copies of signed Bid Form, Appendix A or Bid Bond are not acceptable. Bidders are cautioned to complete all blank spaces on all Bid Forms and Appendices, including dollar amounts (in both words and numerals) for the Base Bid. Failure to complete all blanks shall be a basis for rejection of the bid.

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- C. All entries on Bid Forms must be entered in ink or typewritten. No alterations or interlineations are permitted to the printed content of the Bid Form. Any alterations or erasures in the content furnished by the Bidder shall be made before submission and be initialed by the signer of the Bid Form or by signer's authorized representative. An authorization letter to the Owner naming such a representative, and bearing the original manual ink signature of the signer of the Bid Form, shall be attached to the Bid Form when this procedure is used.
- D. The Arizona Revised Statutes contain the following provision in Subsection G of Section 41-2533: "The amount of any applicable transaction privilege or use tax of a political subdivision of this state is not a factor in determining the lowest bidder." To enable the Owner to determine the apparent low bidder in accordance with this provision, all bidders must calculate their bid prices (base bid and all optional prices) excluding all applicable local transaction privilege or use taxes.

Upon Owner's request, the apparent low Bidder shall furnish complete and documented information as required for Owner to determine the dollar amount to be added to the low Bid for any local transaction privilege or use taxes or either or both, payable by the Bidder to cities, counties or other political subdivisions within the State of Arizona as a result of the Bidder being located within that political subdivision. The Owner will use this information only to determine the amount of the lump sum Contract Price for the purpose of the contract award. PLEASE NOTE that taxes levied by the State of Arizona, which are effective statewide, are not to be included in such post-bid tax information, but are to be included in the Bid Price (s)

#### 7.7 FEES FOR CHANGES IN THE WORK

- A. Bidders are advised that section 28 of the General Conditions limits the fees that can be charged for Changes in the Work.

#### 7.8 BID FORM SIGNATURES

- A. The Bid Form shall be signed by the bidder as follows:
1. Sole Proprietorship: Signature of sole proprietor in the space provided. Circle or underline the words "Sole Proprietor" above the signature.
  2. Partnership: Signature of a partner in the space provided. Circle or underline the word "Partner" above the signature.
  3. Corporation: Signature of a duly authorized signing officers in their normal signature. Insert the officer's capacity in which the signing officer acts, under the signature. Affix the corporate seal. Circle or underline the word "Corporation" above the signature. A properly executed Qualification of Corporation Signature form or a copy of the authorizing by-law resolution of the board of directors must also be submitted with the Bid Form in the bid envelope.
  4. Limited Liability Company: Signature of duly authorized company member signing in their normal signature. Insert the capacity in which the member acts

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above the signature and circle or underline the words "Limited Liability Company" above the signature. A properly executed Qualification of Limited Liability Company Signature form must also be submitted with the Bid Form in the bid envelope.

5. Joint Venture: Each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above. Insert words clearly indicating Bidder is a joint venture.

## 7.9 ADDITIONAL BID INFORMATION

A. Submit the following Appendices concurrent with bid submission:

1. Document 00401 – Appendix A – Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.
2. **[Document 00402 – Appendix B – Unit Prices: Include a listing of unit prices specifically requested by the Contract Documents.]**
3. **[Document 00403 – Appendix C – List of Optional Prices: Include the cost variation to the Bid Price applicable to the Work described in Section [ ]].**

B. Submit the following Appendices **[[24] hours after bid submission:]**

1. Document 00404 – Appendix D – List of Separate Prices: Include a listing of separate prices as specifically requested in the Contract Documents.
2. Document 00405 – Appendix E – Cost Breakdown identifies the Bid Price/Sum segmented into portions as requested.
3. Document 00406 – Appendix F – Supplementary Architectural Information.
4. Document 00407 – Appendix G – Supplementary Mechanical and Electrical Information.
5. Document 00408 – Appendix H – List of Equipment.

## 8 SELECTION AND AWARD

## 8.1 CONTRACT

- A. The award of the contract, if made by the Owner, will be made to the responsible Bidder submitting the lowest responsive Base Bid.

## 8.2 OPTIONAL PRICES

- A. All Optional Prices requested by the Owner are described in the Supplements to the Bid Form and in Division 01 of the Specifications. In the Supplements to Bid Form all blank spaces, opposite the correspondingly numbered Options, shall be completed

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by inserting the exact amount to be added to, or deducted from, the Base Bid for each particular Option. The Owner reserves the right to choose none, or any combination of the Optical Prices.

- B. Bids will be evaluated on the base bid price. After determination of a successful bidder, consideration will be given to options.

## 8.3 UNIT PRICES

- A. All Unit Prices requested by the Owner are described in the Supplements to Bid Form and in Division 01 of the Specifications. In the Bid Form, all blank spaces opposite the correspondingly number Unit Prices, shall be completed by inserting the exact amount to be added to, or deducted from, the Contract Sum for each unit of work added to, or deducted from, the scope of the Contractor's work under the Contract by means of applicable unit pricing.
- B. The Owner reserves the right to accept or reject any individual unit price when awarding the Contract and to utilize either a negotiated lump sum price or applicable unit price (as contained in the Contract), or a combination thereof, to adjust the Contract Sum for variations in the Contractor's scope of work. This determination will be made by Owner when authorizing the work to be performed.

## 9 BID ACCEPTANCE/REJECTION

## 9.1 DURATION OF BID

- A. Bid shall remain open to acceptance and shall be irrevocable for a period of thirty [30] [sixty (60)] [ninety (90)] [\_\_\_\_\_] days after the bid closing date.

## 9.2 ACCEPTANCE OF BID

- A. The Owner reserves the right to accept or reject any or all Bids, and to waive or decline to waive any irregularities in any Bid received.
- B. After acceptance, the Owner will issue to the successful Bidder a written Notice of Intent to Award with a copy to all Bidders.

## 10 OWNER POLICIES/REGULATIONS

## 10.1 APPROVED APPLICATOR LETTER

- A. If roofing work is involved in the project, the successful bidder must provide, at the preconstruction conference, a copy of the roofing subcontractor's Approved Applicator Letter as issued by the approved roofing manufacturer.

## 10.2 POLICY ON SEXUAL HARASSMENT

- A. The successful contractor will be required to comply with University of Arizona Policy on Sexual Harassment (adopted 12/82 – revised 11/88). The University prohibits sexual harassment by any person on University premises or at University affiliated functions.



**10.3 DRUGS, ALCOHOL AND FIREARMS**

- A. Bidders are notified that the University of Arizona requires its construction sites to be drug, alcohol, and firearm free areas, and that the University considers the presence of any person either using or possessing any of these items to be a violation of the provisions of Subsection 11.2 of the General Conditions. Therefore, the successful Bidder, as Contractor, shall insure that all persons on the site with Contractor's permission or in any way connected with the Contractor observe the prohibitions against the possession or use of drugs, alcohol, or firearms.

**10.4 RECYCLING AND REUSE OF SALVAGED/SURPLUS AND WASTE MATERIALS**

- A. The University of Arizona encourages its construction contractors to consider the recycling of reuse of all usable salvaged and surplus building materials through the program operated by Habitat Restore – TMM or any similar non-profit program operated by a responsible independent social service agency.
- B. The University of Arizona encourages its construction contractors to consider the recycling of all corrugated cardboard boxes used for the shipping of construction materials. Deliver the boxes to Campus location designated by Owner. There is no charge for this service.

**END OF INSTRUCTION TO BIDDERS**

**1 SUMMARY**

**1.1 DOCUMENTS INCLUDES**

**A. Contract Documents**

1. Definitions
2. Contract Documents Identification
3. Inquiries/Addenda
4. "Or Equal" Products

**B. Site Assessment**

1. Site Examination

**C. Qualifications**

1. Subcontractors

**D. Guaranteed Maximum Price**

1. Optional Prices **[Not Used]**
2. Unit Prices **[Not Used]**

**E. Owner Prices/Regulations**

1. Approved Applicator letter
2. Policy on Sexual Harassment
3. Drugs, Alcohol, and Firearms
4. Recycling and Reuse of Salvaged/Surplus and Waste Materials
5. Payment to Subcontractors

**2 CONSTRUCTION DOCUMENTS**

**2.1 DEFINITIONS**

## Section 00100

## INSTRUCTIONS TO CM@RISK

- A. Definitions are generally as set forth in the General Conditions of the Agreement, and are applicable to these Construction Documents. Additionally, wherever the word "Owner" is used, it shall mean the Arizona Board of Regents. Wherever the words "Architect", "Engineer", or "Design Professional" are used, they shall mean [ DP Name ] [ Address ].
- B. Wherever the word "Contractor" is used in these specifications it shall mean Construction Manager at Risk or the sub-contractor, as indicated by the context in which it appears.
- C. Wherever the title "Construction Manager" appears in Division 1 of these specifications, it shall mean the Owner's Construction Project Manager.
- D. Guaranteed Maximum Price Documents: Consist of the Contract Documents including Instructions to CM@Risk, Information Available, and all items listed in the Table of Contents of the Project Manual.
- E. Contract/Agreement: THE UNIVERSITY OF ARIZONA® STANDARD FORM AGREEMENT BETWEEN OWNER AND CM@RISK ON THE BASIS OF A GUARANTEED MAXIMUM PRICE including issued Addenda.

## 2.2 CONTRACT DOCUMENT IDENTIFICATION

- A. The Contract Documents are dated [ ] and identified as Project number [ ] [Project Name] as prepared by [DP] under the direction of the President of the University of Arizona for the Arizona Board of Regents.

## 2.3 INQUIRIES/ADDENDA DURING PREPARATION OF GUARANTEED MAXIMUM PRICE (GMP)

- A. Should the CM@Risk find discrepancies in, or omissions from the drawings, specifications or other construction documents, or should be in doubt as to their meaning, they should at once notify in writing, [DP] [Address], phone [( ) ] who will send a written instruction, correction or interpretation to the CM@Risk in the form of an Addendum. The Owner will not be responsible for any explanations or interpretations except those duly issued in the form of written Addenda. Addenda so issued during the time of preparing the Guaranteed Maximum Price shall be acknowledged on the GMP form and will be made part of the construction documents, and all resultant costs shall be included in the Guaranteed Maximum Price.
- B. Should the CM@Risk have questions after complying with the above instruction, they shall notify [ FDC Contact ] UA Facilities Design and Construction not later than five (5) days prior to the submission of the GMP by calling the following: [(520) 62\*-\*\*\*\*].

## Section 00100

## INSTRUCTIONS TO CM@RISK

## 2.4 "OR EQUAL" PRODUCTS

- A. The Construction Manager @ Risk represents that the Guaranteed Maximum Price is based upon the materials and equipment described in the Construction Documents.
- B. Any Pre-GMP requests for substitution of products shall follow the procedure specified herein.
- C. No "or equal" products will be allowed unless written approval has been obtained for the proposed "or equal" material or equipment prior to the submission of the GMP. Such prior approval shall be by the Architect, in writing, in the form of an Addendum to the Construction Documents.
- D. In order for prior approval to be given, a written request for approval of such products shall be submitted at least **[fourteen (14)]** calendar days prior to submission of the GMP, using the Form included at the end of these Instructions, and the material submitted shall include a complete description, drawings, specifications, cut sheets, performance and test data and any other information necessary for a complete evaluation.
- E. Wherever the words "or equal" occur in the Construction Documents, such wording shall be construed to mean "or equal product as approved by the Architect/Engineer prior to submission of the GMP."
- F. For information regarding substitution of material or equipment after the GMP has been accepted, see Subsection 1.7 of Section 01600 of the Specifications.
- G. For information regarding substitution of subcontractors see Section 4.1, Subcontractors, of these Instructions to CM@Risk.

## 3 SITE ASSESSMENT

## 3.1 SITE EXAMINATION

- A. Before submitting the Guaranteed Maximum Price, the Construction Manager @ Risk shall examine the site and fully determine the conditions under which he will operate in performing the work under this contract. No allowance will be made subsequently for failure to do so. The Construction Manager @ Risk shall be satisfied as to the nature and location of the work and the general and local conditions. The Construction Manager @ Risk shall gain full knowledge as to transportation, disposal, handling and storage of materials, availability of water, electric power, and all other facilities in the area which will have a bearing on the performance of their work.
- B. Any failure by the Construction Manager @ Risk to acquaint themselves with all the available information shall not relieve them from any responsibility for performing their work properly. No additional compensation shall be allowed for conditions reasonably ascertainable by the CM@Risk prior to submission of the GMP.

## Section 00100

## INSTRUCTIONS TO CM@RISK

- C. Construction Manager @ Risk is cautioned that certain work hour restrictions (Owner, City of Tucson, or both) may apply to this project, and that all such applicable restrictions will be strictly enforced. Refer to Section 01010 for details of Owner regulations.

## 4 QUALIFICATIONS

## 4.1 SUBCONTRACTORS

- A. The Owner reserves the right to reject a proposed Subcontract for reasonable cause.
- B. The conditions under which the University will consider a request for substitution of a subcontractor are:
1. Owner actions, such as the selection of Optional Price(s) or optional work, makes a subcontractor's bid non-responsive or significantly non-competitive.
  2. Written admission by the subcontractor of its inability to perform the work included in its bid or subcontract as required by the Construction Documents.
  1. A written refusal by the subcontractor to enter into a subcontract for the price and scope of work included in its bid on bid day, utilizing the standard subcontract form required by Subsection 4.1.C below.
  2. Insolvency or bankruptcy, cessation of business operations, or other inability of the subcontractor to perform the work bid or contracted for.
  3. Persistent or repeated failure or refusal by the subcontractor to perform its work as reasonably expected by the CM@Risk to enable the CM@Risk to meet its contractual commitment to the University.
  4. No license or improper license for the work included in the bid or subcontract.
- C. When the CM@Risk proposes to perform certain items of work with its own forces and so indicates on the List of Subcontractors, the CM@Risk shall, as Contractor, perform the work so designated unless the Owner has a reasonable objection to such arrangement prior to the acceptance of the GMP. The University of Arizona requires that all subcontracts on University projects be executed using AIA Form A401-1997. This form shall be fully conformed to the provisions of the Prime Contract, including, but not limited to, the following changes:
1. Delete Paragraph 1.2 in its entirety.
  2. Delete from the first sentence of Paragraph 2.1 the words "the provisions of the edition of AIA Document A201 current as of the date of this Agreement apply to this Agreement pursuant to Paragraph 1.2 and".
  3. Delete Paragraph 3.2.5 in its entirety.

4. Add Paragraph 6.3 as follows:

“This Article 6 shall not be deemed a limitation of rights or remedies which the Subcontractor may have under Federal law or under applicable labor or material payment bonds unless such rights or remedies are expressly waived by the Subcontractor.”

5. Delete the wording “along with reasonable overhead and profit on the Work not executed” at the end of Paragraph 7.2.4.
6. Delete Paragraphs 13.7.2, 13.7.3, and 13.8 in their entirety.

As evidence of compliance with this Subsection, the Contractor shall furnish to the Owner, within the time limits stated in Section 01300 of the Project Manual, one fully executed copy of all subcontracts for this project. Each copy shall consist of the subcontract agreement (Form A401), with compensation amounts deleted but including all special or supplementary conditions applicable to the subcontract.

## **5 GUARANTEED MAXIMUM PRICE**

- A. All Optional Prices requested by the Owner are described in Division 01 of the Specifications. The Guaranteed Maximum Price shall indicate the exact amount to be added, or deducted from, the Guaranteed Maximum Price for each particular Option. The Owner reserved the right to choose none, or any combination of the Optional Prices.

## **6 OWNER POLICIES/REGULATIONS**

### **A. APPROVED APPLICATOR LETTER**

1. The CM@Risk must provide, at the preconstruction conference, a copy of the roofing subcontractor's Approved Applicator Letter as issued by the approved roofing manufacturer.

### **B. POLICY ON SEXUAL HARASSMENT**

1. The CM@Risk will be required to comply with University of Arizona Policy on Sexual Harassment (adopted 12/82 – revised 11/88). The University prohibits sexual harassment by any person on University premises or at University affiliated functions.

### **C. DRUGS, ALCOHOL AND FIREARMS**

1. The University of Arizona requires its construction sites to be drug, alcohol, and firearm free areas, and that the University considers the presence of any person either using or possessing any of these items to be a violation of the provisions of Subsection 2.6 of the General Conditions. Therefore, the Construction Manager @ Risk shall insure that all persons on the site with Contractor's permission or in

any way connected with the CM@Risk observe the prohibitions against the possession or use of drugs, alcohol, or firearms.

**D. RECYCLING AND REUSE OF SALVAGED/SURPLUS AND WASTE MATERIALS**

1. The University of Arizona encourages its construction contractors to consider the recycling of reuse of all usable salvaged and surplus building materials through the program operated by Habitat Restore – TMM or any similar non-profit program operated by a responsible independent social service agency.
2. The University of Arizona encourages its construction contractors to consider the recycling of all corrugated cardboard boxes used for the shipping of construction materials. Deliver the boxes to Campus location designated by Owner. There is no charge for this service.

**END OF SECTION**

**DIVISION 0**

**UA No.**

**Section 00101**

**INQUIRIES**

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

Subject: \_\_\_\_\_

Reference Drawings: \_\_\_\_\_ Spec Section: \_\_\_\_\_

Information Requested: \_\_\_\_\_

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Attachments: \_\_\_\_\_

Signed: \_\_\_\_\_

END OF SECTION



**DIVISION 00**

**UA No.**

**Section 00102**

**Prior Approval Request Form**

**PRIOR APPROVAL REQUEST FORM**

**UA Project Name:**

**UA Project No.:**

We hereby submit for your consideration the following material/product in lieu of the specified item for the above referenced product.

Section No.:

Page:

Paragraph / Line:

Item:

\_\_\_\_\_

Proposed Substitution:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attach complete product descriptions, drawings, specifications, and any other information or data to fully describe the proposed item.

A. The proposed item meets or exceeds specification requirements?

Yes: ☐

No: ☐

B. Will any changes be required to building design in order to properly install the proposed item?

Yes: ☐

No: ☐

If yes, please explain:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8/11/05

**DIVISION 00**

**UA No.**

**Section 00102**

**Prior Approval Request Form**

**PRIOR APPROVAL REQUEST FORM**

**UA Project Name:**

**UA Project No.:**

- C. Supplier is responsible for all changes to the building design, including engineering and drawings costs, caused by requested approval/substitution?

Yes: ☐

No: ☐

- D. List all differences between proposed substitution and specified item.

**SPECIFIED ITEM**

**PROPOSED ITEM**


- E. Does substitution affect drawing dimensions?

If yes, please explain:

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- F. What affect does the substitution have on other trades?

Yes: ☐

No: ☐

- G. Proposed product is subject to all requirements of specifications, including warranties.

Yes: ☐

No: ☐

8/11/05

**DIVISION 00**

**UA No.**

**Section 00102**

**Prior Approval Request Form**

**PRIOR APPROVAL REQUEST FORM**

**UA Project Name:**

**UA Project No.:**

H. Will proposed substitution affect progress schedule?

Yes: ☐

No: ☐

If yes, please explain:

---

I. Will maintenance and service parts be locally available for proposed substitution?

Yes: ☐

No: ☐

J. Will proposed substitution require more license fees or royalties than specified product?

Yes: ☐

No: ☐

K. Will proposed product meet all requirements of reviewing agencies (health, life, safety, fire, etc.)?

Yes: ☐

No: ☐

If no, please explain:

---

Please quantify or explain benefits to the Owner:

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Submitted By:

Representative:

Company:

8/11/05

**DIVISION 00**

**UA No.**

**Section 00102**

**Prior Approval Request Form**

**PRIOR APPROVAL REQUEST FORM**

**UA Project Name:**

**UA Project No.:**

Address:

Phone:

Representative's Signature:

Date:

For Architect's Use Only:

Accepted:

Accepted As Noted:

Rejected:

Received Too Late:

By:

Date:

Remarks:

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END OF SECTION

8/11/05

## Section 00200

## INFORMATION AVAILABLE [TO BIDDERS]

## 1 GENERAL

The following documents are available for review at [list the offices of the Architect, Engineers, Construction Manager, plan rooms, etc. as applicable] but are not part of the Contract Documents and are made available to the Bidders for their convenience only.

## 2 SUBSURFACE SOIL INVESTIGATION

- A. A subsurface soil investigation has been made at Project Site. The resultant report on soil and foundation investigation(s) was prepared by: \_\_\_\_\_ (Firm) \_\_\_\_\_ (Address) \_\_\_\_\_ (phone #) \_\_\_\_\_, Job No. \_\_\_\_\_, Dated \_\_\_\_\_, for Owner's use in preparation of site and structural foundation design and engineering for this Project.
- B. Making this data on subsurface conditions available is not intended by the Owner as any representation or warranty, either express or implied, that the conditions indicated are representative of those existing throughout the site or any part thereof, or of any continuity between borings. It is expressly understood and agreed that the Owner will not be responsible for interpretations or conclusions drawn therefrom by Contractor. Bidders are expected to examine the site of the Work, and will be permitted to conduct their own subsurface explorations upon proper application to the Owner.
- C. The recommendations contained in the report shall not be construed as a requirement of this Contract, unless specifically referenced in the Contract Documents.

## 3 AS BUILT DRAWINGS

- A. The following documents are available for review at the [\_\_\_\_\_] [address] [\_\_\_\_\_]. This information is NOT part for the Contract Documents, and is made available to bidders **[CM@Risk]** for convenience only.
1. As Build Drawings for [\_\_\_\_\_].

## 4 TOPOGRAPHIC SURVEY

- A. A copy of a topographic survey with respect to the project site is available for viewing at the office of the **[Owner] [Architect/Engineer] [Construction Manager]**
- [\_\_\_\_\_] titled [as \_\_\_\_\_]
- Dated [\_\_\_\_\_] and prepared by:
- [\_\_\_\_\_]
- B. This survey identifies grade elevations prepared primarily for the use of the Architect/Engineer in establishing new grades and identifying natural water shed.

**DIVISION 00**

**UA No.**

**Section 00200**

**INFORMATION AVAILABLE [TO BIDDERS]**

**END OF INFORMATION AVAILABLE [TO BIDDERS]**

**DIVISION 00**

**UA No.**

**Section 00300**

**Bid Form - Stipulated Sum**

To: Arizona Board of Regents  
Administration Building  
Tucson, Arizona 85721

Project Name: \_\_\_\_\_  
Project No: \_\_\_\_\_

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

Submitted by:

(full name) \_\_\_\_\_

(full address) \_\_\_\_\_

(Arizona License)	Class _____	Number _____
	Class _____	Number _____
	Class _____	Number _____

Gentlemen:

**1. OFFER**

- A. In compliance with your Notice to Contractors of Intent to Receive Bids, Instructions to Bidders, University Procurement Code and applicable State and Federal Regulations, the undersigned hereby offers to furnish the necessary materials and equipment to perform the work, and to provide necessary transportation for the **[(project name and number)]** in strict accordance with the Contract Documents prepared by **[(name and address of Architect)]**, and agrees upon receipt of a Notice of Intent to Award showing acceptance of this bid within **[thirty (30)] [sixty (60)] [ninety (90)] [ ]** calendar days after date of opening thereof, that he will execute a contract in accordance with the Bid as accepted, and that he will give performance and payment bonds, with sufficient surety, each in the amount of one hundred percent (100%) of the Contract price, and submit required insurance certificates, all within five (5) working days after the receipt of the Notice of Intent To Award the Contract.

The Undersigned Bidder hereby agrees that he will perform all the work shown on the contract documents, excluding all applicable local transaction privilege or use taxes or both and any Optional Prices listed on Appendix C, for the sum of:

**Issued September 2000**

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\_\_\_\_\_ Dollars (\$ \_\_\_\_\_), which sum

represents the BASE BID including all work as indicated on the drawings and specifications.

- B. Excluded from the above amounts are all applicable local transaction privilege or use taxes. The apparent low Bidder shall furnish within 48 hours after Owner's request, complete detailed and documented information setting forth the amounts of such taxes and the political subdivisions(s) to which they will be paid.
- C. Enclosed is the required Bid Security in an amount which is not less than ten percent (10%) of the above total bid (base plus all additive optional prices and applicable local transaction privilege or use taxes).

## 2. ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for **[thirty (30)] [sixty (60)] [ninety (90)] [\_\_\_\_\_]** days from the bid closing date.
- B. If this Bid is accepted by the Owner within the time period stated above, Bidder agrees that he will:
  - Furnish the required bonds and insurance certificates within five (5) working days of receipt of Notice of Intent to Award the Contract.
  - Execute the Agreement within **[seven] [\_\_\_\_\_]** days of receipt of Agreement for signature.
  - Commence work in accordance with the written Notice to Proceed to be issued by the Owner after complete execution of the Agreement.
- C. If this bid is accepted within the time stated, and Bidder fails to comply in all respects with the requirements of the Bid Documents, the security deposit shall be forfeited as damages to the Owner by reason of the Bidder's failure.
- D. In the event this Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity of this Bid for an extended period of time.

## 3. CONTRACT TIME

It is understood and agreed that the Work under the Contract shall be commenced by the Undersigned Bidder, as Contractor, if awarded the Contract for the project, in accordance



**Section 00300****Bid Form - Stipulated Sum**

with the Notice To Proceed and shall be substantially completed by the Undersigned Bidder, as Contractor, not later than [\_\_\_\_\_] (\_\_\_\_) **calendar days after the commencement date shown in the Notice To Proceed**] [\_\_\_\_\_, 20\_\_].

**4. LIQUIDATED DAMAGES**

If the Work[**or designated portion thereof**] is not substantially completed by the designated date, the Contractor shall pay to the Owner \_\_\_\_\_ **dollars (\$\_\_\_\_.00)** as liquidated damages for each day after the designated date during which the Contractor fails to substantially complete the Work [**or designated portion thereof**]. If the Work is not totally and finally complete by the date designated in the Certificate of Substantial Completion, the Contractor shall pay to the Owner \_\_\_\_\_ **dollars (\$\_\_\_\_.00)** as liquidated damages for each day after the designated date during which the Work remains uncompleted.

**5. ADDENDA**

The following Addenda have been received by the undersigned Bidder and the modifications to the Bid Documents noted therein below have been considered and all costs are included in the Bid Sum.

Addendum # ..... Dated .....

Addendum # ..... Dated .....

Addendum # ..... Dated .....

Addendum # ..... Dated .....

Addendum # ..... Dated .....

**6. SUPPLEMENTS TO BID FORM**

Submit the following Appendices concurrent with Bid submission:

Document 00401 - Appendix A - List of Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

**[Document 00402 - Appendix B - List of Unit Prices: Include a listing of unit prices specifically requested by the Contract Documents.]**

Section 00300

Bid Form - Stipulated Sum

[Document 00403 - Appendix C - List of Optional Prices: Include the cost variation to the Bid Sum applicable to the Work described in Section [\_\_\_\_].]

[Submit Document 00400] - Supplements to Bid Form and following Appendices [\_\_\_\_] [24] [48] [\_\_\_\_] hours after submission of this Bid.]

[Submit Document 00404 - Appendix D - List of Separate Prices: Include a listing of separate prices as specifically requested in the Contract Documents.]

[Submit Document 00405 - Appendix E - Cost Breakdown identifies the Bid Sum segmented into portions as requested.]

[Submit Document 00406 - Appendix F - List of Supplementary Architectural Information.]

[Submit Document 00407 - Appendix G - List of Supplementary Mechanical and Electrical Information.]

[Submit Document 00408 - Appendix H - List of Equipment.]

7. BID FORM SIGNATURE(S)

The Corporate Seal of

DATE \_\_\_\_\_

\_\_\_\_\_  
(Official Name of Firm)  
(Individual) (Partnership) (Corporation)  
(Limited Liability Company) (Other - give details)

\_\_\_\_\_  
(Business Address)

BY

\_\_\_\_\_  
(Signing official's name-printed or typewritten)

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**DIVISION 00**

**UA No.**

**Section 00300**

**Bid Form - Stipulated Sum**

\_\_\_\_\_  
(Signature of Authorized Official)

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

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms above in the space below.

END OF BID FORM - STIPULATED SUM

**DIVISION 00**

**UA No.**

**Section 00400**

**Supplements to Bid Form**

To: Arizona Board of Regents  
Administration Building  
University of Arizona  
Tucson, Arizona 85721

Project Name: [ ]

Project No.: [ ]

Date: [ ]

Submitted by: [ ]  
(full name)

(full address) [ ]

[ ]

In accordance with Document 00100 - Instructions to Bidders and Document 00300 - Bid Form - Stipulated Price, included are the Supplements To Bid Form Appendices listed below. The information provided shall be considered an integral part of the Bid Form.

These Appendices are as follows:

Document 00401 - Appendix A - List of Subcontractors: Include the names of all Subcontractors and the portions of the Work they will perform.

Document 00402 - Appendix B - List of Unit Prices: Include a listing of unit prices specifically requested by the Contract Documents.

Document 00403 - Appendix C - List of Optional Prices: Include the cost variation to the Bid Sum applicable to the Work described in Section 01030.

Document 00404 - Appendix D - List of Separate Prices: Include a listing of separate prices as specifically requested in the Contract Documents.

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**DIVISION 00**

**UA No.**

**Section 00400**

**Supplements to Bid Form**

Document 00405 - Appendix E - Cost Breakdown identifies the Bid Sum segmented into portions as requested.

Document 00406 - Appendix F - List of Supplementary Architectural Information.

Document 00407 - Appendix G - List of Supplementary Mechanical and Electrical Information.

Document 00408 - Appendix H - List of Equipment.

**SUPPLEMENTS TO BID FORM SIGNATURE(S)**

DATE \_\_\_\_\_

\_\_\_\_\_  
(Official Name of Firm)  
(Individual) (partnership) (Corporation) (Limited Liability Company) (Other)

\_\_\_\_\_  
(Business Address)

BY \_\_\_\_\_  
(Signing official name-printed or typewritten)

\_\_\_\_\_  
(Signature of authorized official)

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

**END OF SUPPLEMENTS TO BID FORM**

**DIVISION 00**

**UA No.**

**Section 00401**

**Appendix A - List of Subcontractors**

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

This Appendix A shall be sealed in a separate envelope and shall be submitted along with Document 00300, Bid Form - Stipulated Price, both of which shall be placed in an outer sealed envelope. The inner envelope shall be marked "Appendix A - List of Subcontractors".

The Bidder shall list below for each portion of the Work shown, the name of the firm being proposed to perform that portion of the work. Where the Bidder is proposing to perform the item of work with its own forces, the Bidder's name shall be entered and the work shall be performed per the provisions of Subsection 5.2.D of the Instructions to Bidders. After entering all the required information, Bidder shall certify the entries by signing this form in the space provided at the end.

Bidder shall be prepared to furnish documentary evidence of subcontractor license numbers and expiration dates within 24 hours after request for same by the Owner.

Proof of ability to obtain a performance bond shall be submitted for each subcontract bidder subject to the provisions of subsection 5.2.G of the Instructions to Bidders.

NOTE: See Section 5, Subcontractors, of the Instructions to Bidders for information regarding substitution of subcontractors.

\*\*\*\*\*  
\*Note To Contractor: All items or "portions of the work" exceeding \$10,000 in cost or 5% of the total construction cost must be entered, by trade in the "Portion of Work" column. Where the Owner has indicated that the material or equipment suppliers names are desired also, use Appendices F, G and/or H as applicable.  
\*\*\*\*\*

**Issued September 2000**

**DIVISION 00**

**UA No.**

**Section 00401**

**Appendix A - List of Subcontractors**

PORTION OF WORK	FIRM NAME
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	

SIGNED BY \_\_\_\_\_

BIDDER FIRM: \_\_\_\_\_

END OF SECTION

**DIVISION 00**

**UA No.**

**Section 00402**

**Appendix B - List of Unit Prices**

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

The following is the list of Unit Prices for the bid submitted by:

(Bidder)

---

Dated \_\_\_\_\_ and which is an integral part of the Bid Form.

The following are Unit Prices for changes to specific portions of the Work as listed, and are applicable to variations from the Contract Documents only in accordance with Section 8.3 of the Instructions to Bidders.

ITEM DESCRIPTION	UNIT	UNIT PRICE
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____
[_____]	[_____]	_____

END OF SECTION



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

The following is the list of Optional Prices for the bid submitted by:

(Bidder) \_\_\_\_\_

Dated \_\_\_\_\_ and which is an integral part of the Bid Form.

The following amounts shall be added to or deducted from the Base Bid Sum. Refer to Section **[01019 - Contract Considerations] [01030 - Optional Prices]**: Schedule of Optional Prices.

Optional Price # 1 [Add] [Deduct] \$ \_\_\_\_\_

Optional Price # 2 [Add] [Deduct] \$ \_\_\_\_\_

END OF SECTION

**DIVISION 00**

**UA No.**

**Section 00404**

**APPENDIX D - LIST OF SEPARATE PRICES**

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

The following is the list of Separate Prices for the bid submitted by:

(Bidder) \_\_\_\_\_

Dated \_\_\_\_\_ and which is an integral part of the Bid Form.

ITEM DESCRIPTION

VALUE

Separate Price # 1:

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

\$ \_\_\_\_\_

Separate Price # 2:

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

\$ \_\_\_\_\_

END OF SECTION

**Issued September 2000**

## DIVISION 00

**UA No.**

## SECTION 00405

## APPENDIX E - COST BREAKDOWN

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

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

The following is a Cost Breakdown for the bid submitted by:

(Bidder) \_\_\_\_\_

Dated \_\_\_\_\_ and which is an integral part of the Bid Form.

ITEM OF WORK

VALUE

**[Overhead] [Profit] [\_\_\_\_\_]**

[illegible]

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

\_\_\_\_\_

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

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

\$ \_\_\_\_\_

\$ \_\_\_\_\_

END OF SECTION

**Issued September 2000**

**DIVISION 00**

**UA No.**

**Section 00406**

**Appendix F - List of Supplementary Architectural Information**

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

The following is Supplementary Architectural Information for the bid submitted by:

(Bidder) \_\_\_\_\_

Dated \_\_\_\_\_ and which is an integral part of the Bid Form.

COMPONENT OR ITEM	MANUFACTURER
[ _____ ]	_____
[ _____ ]	_____
[ _____ ]	_____
[ _____ ]	_____
[ _____ ]	_____
[ _____ ]	_____

END OF SECTION

**Issued September 2000**

**DIVISION 00**

**UA No.**

**Section 00407**

**Appendix G - List of Supplementary  
Mechanical & Electrical Information**

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

The following is Supplementary Mechanical and Electrical Information for the bid submitted by:

(Bidder) \_\_\_\_\_

Dated \_\_\_\_\_ and which is an integral part of the Bid Form.

COMPONENT OR ITEM	MANUFACTURER
[_____]	_____
[_____]	_____
[_____]	_____
[_____]	_____
[_____]	_____
[_____]	_____

END OF SECTION

**Issued September 2000**

**DIVISION 00**

**UA No.**

**Section 00408**

**Appendix H - List of Equipment**

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

The following is a List of Equipment for the bid submitted by:

(Bidder) \_\_\_\_\_

Dated \_\_\_\_\_ and which is an integral part of the Bid Form.

COMPONENT OR ITEM	MANUFACTURER
[ _____ ]	_____
[ _____ ]	_____
[ _____ ]	_____
[ _____ ]	_____
[ _____ ]	_____
[ _____ ]	_____

END OF SECTION

**Issued September 2000**

## BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

\_\_\_\_\_ as Principal, and

\_\_\_\_\_ as Surety, are hereby held and

firmly bound unto the Arizona Board of Regents for and on behalf of the University of Arizona

as Owner in the penal sum of ten percent (10%) of its total Bid (base bid plus all additive

optional prices and applicable local transaction privilege or use taxes or either for the payment

of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,

executors, administrators, successors and assigns. Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for Project No. [\_\_\_\_ (insert project number and title)\_\_\_\_\_

\_\_\_\_\_]

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the Alternate,
- (b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract provided (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

**DIVISION 00**

**UA No.**

**Section 00410**

**Bid Bond**

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal (L.S.)

\_\_\_\_\_  
Surety

\_\_\_\_\_  
By

SEAL

END OF SECTION

**Issued September 2000**



**QUALIFICATION OF CORPORATION SIGNATURE**  
**MEETING OF THE BOARD OF DIRECTORS**

\_\_\_\_\_, An Arizona Corporation  
(Construction Company)

RESOLVED:

That \_\_\_\_\_ of this  
(name) (office)

corporation, whose signature appears below, is hereby authorized, empowered and directed for and on behalf of this corporation and its corporate name to make and execute bids, offers and contracts binding upon this corporation for supplies and services required or rendered by this corporation in the course of this business in amount, up to:

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

\_\_\_\_\_  
(signature of individual named above)

**CERTIFICATE**

I hereby certify that I am a duly elected and qualified \_\_\_\_\_ of  
(office)  
\_\_\_\_\_, the above  
(Construction Company)

named corporation, that the foregoing is a true and correct copy of a resolution adopted at a special meeting of the Board of Directors of said corporation held on \_\_\_\_\_, and that the foregoing resolution is in full force and effect and has not been repealed, amended, or canceled.

**IN WITNESS WHEREOF** I have hereunto set my hand and official seal of said corporation.

SEAL

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(typed name)

Must be submitted if firm is a corporation.

**Issued February 1996**

**QUALIFICATION OF LIMITED LIABILITY COMPANY SIGNATURE**  
**MEETING OF THE MEMBERS**

\_\_\_\_\_, An Arizona Limited Liability Company  
(Construction Company)

RESOLVED:

That \_\_\_\_\_, a member of this Limited Liability Company,  
(name)

whose signature appears below, is hereby authorized, empowered and directed for and on behalf of this Limited Liability Company and its company name to make and execute bids, offers and contracts binding upon this company for supplies and services required or rendered by this company in the course of this business in amount, up to:

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

\_\_\_\_\_  
(signature of member named above)

**CERTIFICATE**

I hereby certify that I am a duly qualified member of \_\_\_\_\_, the above named Limited Liability Company, that management of this Limited Liability Company is reserved to its \_\_\_\_\_ by the Articles of Organization which have not since been amended, that the foregoing is a true and correct copy of a resolution adopted at a special meeting of the members of said Limited Liability Company held on \_\_\_\_\_, and that the foregoing resolution is in full force and effect and has not been repealed, amended, or canceled.

**IN WITNESS WHEREOF** I have hereunto set my hand as an authorized member of said Limited Liability Company.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(typed name)

Must be submitted if firm is a Limited Liability Company

**Issued February 1996**

ARIZONA BOARD OF REGENTS

**PERFORMANCE BOND**

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 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 Arizona Board of Regents Policy 3-804E, and all liabilities on this bond shall be determined in accordance with provisions of this section, to the 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  
By \_\_\_\_\_  
Print Name \_\_\_\_\_

\_\_\_\_\_  
Surety Seal  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_

ARIZONA BOARD OF REGENTS

**PAYMENT BOND**

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 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 \_\_\_\_\_,  
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 or his 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 Arizona Board of Regents Policy 3-804E, and all liabilities on this bond shall be determined in accordance with the provisions of this 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 this judgment such reasonable attorneys' fees as may be fixed by a judge of the Court.

Witness our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Principal \_\_\_\_\_ Seal  
By \_\_\_\_\_  
Print Name \_\_\_\_\_

Surety \_\_\_\_\_ Seal  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_

ARIZONA BOARD OF REGENTS

**PERFORMANCE BOND  
FOR SUBCONTRACTS**

Pursuant to Board of Regents Policy 3-804E  
(Penalty of this bond must be 100% of the subcontract amount.)

KNOW ALL ME BY THESE PRESENTS:

THAT, \_\_\_\_\_  
(hereinafter called 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 \_\_\_\_\_  
\_\_\_\_\_, (General Contractor) and the Arizona Board of Regents, (hereinafter called  
the Obligees) 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 subcontract with the General  
Contractor, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to construct and complete  
certain work described as the \_\_\_\_\_ work for The University of  
Arizona Project Number \_\_\_\_\_, known as \_\_\_\_\_,  
which subcontract 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 subcontract during the original term of said subcontract and any extension  
thereof, with or without notice to the Surety and during the life of any guaranty required under the  
subcontract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and  
agreements of any and all duly authorized modifications of said subcontract 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 the Arizona  
Board of Regents Policy 3-804E, and all Liabilities on this bond shall be determined in accordance  
with provisions of this section, to the 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  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_  
Seal

\_\_\_\_\_  
SURETY  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
Telephone # \_\_\_\_\_  
Seal

**Issued September 2000**

The following provisions shall be considered part of **[the General Conditions of the Construction Agreement] [ the designated Contract Documents]**.

(Example:

The following provisions shall be considered part of the General Conditions of the Construction Agreement.

**1      CONFIDENTIALITY**

- 1.1.    The Contractor warrants and represents that the Contractor shall not knowingly or negligently communicate or disclose at any time to any person or entity any information in connection with the Work or the Project, except: (1) with prior written consent of the Owner, (2) information that was in the public domain prior to the date of this Agreement, (3) information which becomes part of the public domain by publication or otherwise not due to any unauthorized act or omission of the Contractor, or (4) as may be required to perform the Work or by any applicable law.**
- 1.2.    The Contractor, at any time upon the request of the Owner, shall immediately return and surrender to the Owner all copies of any materials, records, notices, memoranda, recordings, drawings, specifications and mock-ups and any other documents furnished by the Owner or the Architect to the Contractor.**
- 1.3.**
- 1.4.    The Contractor shall specifically cause all Subcontractors or any other person or entity performing any services, or furnishing any materials or equipment, for the Work to warrant and represent all items set forth in this Section 41.**
- 1.5.**
- 1.6.    The representations and warranties contained in this Section 41 shall survive the complete performance of the Work or earlier termination of this Agreement.)**

END OF SECTION

Issued March 2007

**DIVISION 0**

**UA No.**

**Section 00860**

**SCHEDULE OF DRAWINGS**

**Sheet No.**

**Sheet Title**

**Division 00**

**UA No.**

**Section 00900**

**Addendum Number [ ]**

DATE: [ ]

PROJECT: [ ]

[ ]

PROJECT NUMBER: [ ]

OWNER: [ ]

[ ]

[ARCHITECT]: [ ]

[ENGINEER]: [ ]

TO: **[All Prospective Bidders]** [ ]

**Issued February 1996**



**Division 00**

**UA No.**

**Section 00900**

**Addendum Number [ ]**

This Addendum forms a part of the Contract Documents and modifies the Bidding Documents dated [ ], **Addendum Number [1] [ ] issued [ ]**, and **Addendum Number [2] [ ] issued [ ]**, with amendments and additions noted below.

Acknowledge receipt of this Addendum in the space provided in the Bid Form.  
[ ] Failure to do so may disqualify the Bidder.

This Addendum consists of [ ] pages and the following Drawings:

No.	Drawing Title	Issue Date
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]
[ ]	[ ]	[ ]

#### CHANGES TO ADDENDUM NUMBER 1 - Issued July 6, 1994

1. Revise Item #3, bid closing date and time to July 31, 1994, 2:00 pm Central Standard time.

#### CHANGES TO THE PROJECT MANUAL

##### TABLE OF CONTENTS

2. Delete "Section 09686 - Carpeting with Cushion" from the listing.

##### DOCUMENT 00100 - INSTRUCTIONS TO BIDDERS

3. Article 2.1 Paragraph C:

**Issued February 1996**

**Division 00**

**UA No.**

**Section 00900**

**Addendum Number [ ]**

Add to the end of the sentence: ". . . to the offices of the Architect."

**SECTION 01019 - CONTRACT CONSIDERATIONS**

4. Article 1.3 Paragraph F: Add the following Subparagraph:

4. Section 09688 - Carpeting - Glue Down: Allow the stipulated sum of \$26.75 per sq yd (sq m) for carpet purchase, delivery to site, unloading, and temporary protected storage.

**SECTION 09686 - CARPETING WITH CUSHION**

5. Delete this section in its entirety.

**SECTION 10800 - TOILET AND BATH ACCESSORIES**

6. Add the following Acceptable Manufacturers:  
Ace Distributors  
Forman Manufacturing, Inc.

**CHANGES TO THE DRAWINGS**

**DRAWING A1 - SITE PLAN**

7. Revise dimension between the main building and the Boiler House from 30' - 0" (9.1 m) to 36' - 9" (11.2 m).
8. To the List of Drawings add: "L1 - Landscaping Plan".

**DRAWING S4 - JOIST FRAMING PLAN**

9. Delete this Drawing and replace with Drawing S4a issued with this Addendum.

**DRAWING L1 - LANDSCAPING PLAN**

10. Include this new Drawing issued with this Addendum in the list of Contract Documents.

**APPROVAL OF ADDITIONAL PRODUCTS/SYSTEMS**

Section #	Acceptable Manufacturer(s)
-----------	----------------------------

**Issued February 1996**

**Division 00**

**UA No.**

**Section 00900**

**Addendum Number [ ]**

11. 03300

Acme Admixtures, Inc.

**END OF ADDENDUM NUMBER [ ]**

**Issued February 1996**