



PART 3 – PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

The guide provides instructions and references for the preparation of the Project Manual’s front-end documents. These guidelines shall both inform and supplement the Project Manual with several of the Division 00 Sections prepared by the UA. The Architect/Engineer shall carefully review any proposed revisions to the Division 00 sections with the Owner’s Representative.

Contractor Selection and Bidding		
Job Order Contracts (JOC)	General Contractors for small projects	RFP Process 1-year term master agreement, Extensions not to exceed a total of 4 years. Master Agreement (00520)
Indefinite Delivery, Indefinite Quantity (IDIQ)	Fire Alarm /Security Alarm /CCTV/ Card Access Audio Visual System Equipment, Material & Services Fume Hood Testing Services Data Cabling	On-call Services engaged by "Job Order / Task Order" with 00520 Agreement \$1,200,000 max per JOC task order. \$1,200,000 max per IDIQ task order
General Contractor	Capital Projects approved by the Board of Trustees projects between \$1.2-5M	Low-Bid Process AIA 101-2017 Stipulated Sum, AIA 101-2017 Exhibit A Insurance & Bonds AIA A201-2017 General Conditions
Construction Manager at Risk (CM-GC)	Major Capital Projects (over \$5M) approved by the Board of Trustees "Alternate Method"	RFQ Selection Process AIA 102-2017 Cost of Work + GMP AIA 102-2017 Exhibit A Insurance & Bonds AIA A201-2017 General Conditions

Proposed Revisions:

- 1) Replace 00520 Master Agreements with **A121–2018**, Standard Form of Master Agreement Between Owner and Contractor where Work is provided under multiple Work Orders
- 2) Replace 00520 Task orders with **A221–2018**, Work Order for use with Master Agreement Between Owner and Contractor

00 11 16 INVITATION & INSTRUCTIONS TO BID

(MSWord Template) Design Professionals shall use this template when formatting the front-end documents/project manual for Low-Bid (Stipulated Sum) contracts. Start by filling in the Quick Reference form at the front end of the document to AUTO-FILL content within the document body. [Follow the green font instructions.](#)

00 25 00 PROCUREMENT MEETINGS

Pre-bid meetings may be held on the UA campus preferably at the FAMA building if expected attendance can be accommodated. Attendance will not be mandatory. The consultant of



record will work with the FAMA coordinator to establish the date and agenda for these meetings.

Pre-Bid meetings for Major Capital projects (greater than \$5,000,000) will generally be held off-campus at a location selected by the Contractor and at the Contractor's expense.

Bid Openings will typically be held on a Tuesday afternoon. Each pre-qualified subcontractor is encouraged to attend, but it will not be mandatory.

Owner representation must be present at pre-bid meetings and bid openings.

00 45 00 REPRESENTATIONS AND CERTIFICATIONS

(MSWord Template) State law requires the Bidders/Proposers to be notified of requirements; the Architect shall include the Owner-provided section and the associated forms in the Project Manual. These requirements shall also be incorporated into the contract language; *see Article 16 Representations and Certifications* added to the AIA Document A201 - 2017 Edition: **"General Conditions of the Contract for Construction"**

- (A) FORM: [CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM](#)
- (B) FORM: [EQUAL OPPORTUNITY POLICY REQUIREMENT FOR CONTRACTORS](#)
- (C) FORM: [UA COMBINED CERTIFICATIONS FOR CONTRACTING WITH THE STATE OF ARKANSAS](#)

00 52 00 AGREEMENT FORMS

Incorporate only the Agreement Forms as prepared by the Owner's Representative. The AIA Owner-Contractor Agreements have been modified to suit the legal requirements of the University; please contact the Facilities Management Director, Engineering and Construction for the current version.

(A) STIPULATED SUM / BID CONTRACTS

As a rule, the contract will be awarded to the *lowest responsible bidder* if it is determined that the award would be in the University's best interest. Different standards apply to historic renovation projects and job order contracts.

- (1) If the bids submitted exceed the amount appropriated for the contract, the campus may negotiate an award to the apparent responsible low bidder, if the low bid is within 25% of the amount appropriated.
- (2) Where the plans and specifications require bids on alternates, and all bids exceed the amount appropriated, the low bidder may be determined by deducting the alternates in numerical order.
 - See [Ark. Code Ann. § 19-4-1405](#) and [22-9-203\(d\)](#).
 - See [Ark. Code Ann § 19-11-235](#)



(B) HISTORIC RENOVATIONS

For historic renovations, cost alone is not a determining factor; the contract is to be awarded based on evaluation of multiple factors including cost, proposed method, experience in similar work, and proposed materials.

Contract recommendations for historic renovations must be submitted to the Department of Finance and Administration.

- See [Ark. Code Ann.. § 22-9-210](#).

(C) JOB ORDER CONTRACTS

Job Order Contracting (JOC) is a project delivery method utilized by the UA to get numerous, commonly encountered construction projects done quickly and easily using a pre-approved umbrella contract. Using the Request for Proposal (RFP) process, UA procures Job Order Contracts with competitively bid, fixed price, multi-year construction contracts based on established or published unit prices via a unit price book (UPB) or a price list with a multiplier (termed coefficient) applied to the unit prices. The unit prices are used to price construction tasks associated with the scope of work. Job Order Contracts are awarded to the “most qualified bidder offering the best value.”

- See [Ark. Code Ann. § 19-4-1416](#)

Job Order Contracting bid awards:

- (1) Shall not extend beyond one (1) fiscal year; and
- (2) Shall not exceed one million two hundred thousand dollars (\$1,200,000) per construction job for the first year of the contract for institutions of higher education.
- (3) However, reasonable extensions may be granted at the beginning of each new fiscal year not to exceed a total of four (4) years, if:
 - a. The price remains mutually agreeable to the state agency or the institution of higher education and the contractor; and
 - b. The quality of the work is satisfactory to the state agency or the institution of higher education.
- (4) On or before the four-year threshold, the state agency or the institution of higher education shall bid out the construction service to ensure competitive opportunities and the lowest cost circumstances.

(D) INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACTS

Like JOC, IDIQ Contracts are umbrella contracts for services that do not procure or specify a firm quantity of services (other than a minimum or maximum quantity) and provide for the issuance of task orders for the performance of tasks during the period of the contract.

There is no set frequency to the task orders.



Projects may be served by a *Separate Contract* with the IDIQ contractors for:

- (1) Automated Temperature Controls (ATC)
- (2) Audio Visual
- (3) Duct Cleaning
- (4) Fire Alarm and Security
- (5) Metering
- (6) Structured Cabling
- (7) Testing and Balancing (TAB)

(E) **CONSTRUCTION MANAGER AT RISK / COST-PLUS with a GUARANTEED MAXIMUM PRICE**

A Construction Manager at Risk (CM-GC) may be procured through an ‘Alternate Method of Delivery’ by way of a Request for Qualifications (RFQ) process in conjunction with the selection of the Design Professional on Major Capital Projects (exceeding \$5 Million).

The contract is to be awarded by the Board, after receiving the recommendation of the campus. Awards are based on the Board’s determination of the best interest of the University.

- See [Board Policy 730.2](#)
- See [Ark. Code Ann. § 19-4-1415](#)
- See Guidelines for Establishing the GMP.

(F) **GUARANTEED ENERGY COST SAVINGS CONTRACTS**

“Guaranteed energy cost savings contract” means a contract for the implementation of one (1) or more energy cost savings measures and services provided by qualified energy service companies a qualified provider in which the energy and cost savings achieved by the installed energy project cover all project costs, including financing, over a specified contract term.

The Investment Grade Audit (IGA) does not oblige the campus to enter into a contract with the contractor. The campus may choose to separately contract some or all of the proposed work through competitive bidding or other ordinary procurement processes, but in that circumstance will not have the benefit of an energy savings guarantee.

- See the [Guaranteed Energy Savings Act of 2013](#)
- See [Arkansas Energy Performance Contracting | DEQ \(state.ar.us\)](#)

00 60 00 PROJECT FORMS

(MSWord Template) In addition to the commonly used AIA forms, this Section enumerates the forms required to be used in execution of the contract. Architect shall include the Owner-provided section and the associated forms in the Project Manual.

(A) **00 61 13 PERFORMANCE AND PAYMENT BOND FORM (PDF FILLABLE FORM)**



- (1) This is the only Bond Form acceptable to the Owner.
- (2) When the contract amount exceeds \$50,000, a contract may not be issued until a payment and performance bond is received from the contractor. In addition, the contractor must have provided all other required certifications and documents, properly executed.
 - See [Ark. Code Ann. § 18-44-503](#) and 22-9-401.

(B) [00 63 63 UA CHANGE ORDER FORM](#)

This is the only Change Order Form acceptable to the Owner.

(C) [00 65 19.13 RELEASE OF CLAIMS FORM](#) (PDF FILLABLE FORM)

(D) [00 65 19.19 CONSENT OF SURETY FORM](#) (PDF FILLABLE FORM)

00 72 13 GENERAL CONDITIONS

(MSWord Template) Incorporates by reference AIA Document A201 "General Conditions of the Contract for Construction" which has been modified to incorporate procurement requirements as defined by the State of Arkansas. Proposed revisions shall be carefully reviewed with the Facilities Management Director, Engineering and Construction. Approved revisions shall be incorporated directly into the A201 document, or if project-specific, into SECTION 00 73 00 SUPPLEMENTARY CONDITIONS.

00 73 00 SUPPLEMENTARY CONDITIONS

(MSWord Template) Architect shall reserve use of 00 73 00 SUPPLEMENTARY CONDITIONS for project-specific revisions/additions to the contract documents and only when carefully reviewed with the Facilities Management Director, Engineering and Construction.

Always review Supplementary Conditions in conjunction with the General Conditions, because they could substantially modify the General Conditions; such a modification wouldn't be apparent on the face of the General Conditions. While creating a separate set of Supplementary Conditions is fine as a matter of contract law, it's not a best practice. The AIA, for instance, assumes parties will take advantage of the electronic versions of their documents and type changes directly into the AIA A201-2017 instead of creating a new document.

00 73 16 INSURANCE REQUIREMENTS

UA will typically utilize either AIA® Document A101™ or A102™ Exhibit A "Insurance and Bonds" to enumerate insurance and bond requirements for the Project.

Incorporate only the Forms as prepared by the Owner's Representative; please contact the Facilities Management Director, Engineering and Construction for the current version.



(A) QUALIFIERS:

- (1) No work may commence until the contractor has obtained all required insurance coverage and filed the certificates with the campus, which must confirm that the required insurance has been obtained.
- (2) All certificates of insurance shall identify the “Board of Trustees of the University of Arkansas” as the certificate holder or additional insured. The contractor must maintain the required insurance coverage throughout the term of the contract.
- (3) While not required, it is recommended that an institution only accept policies issued by an insurer that has an A.M. Best Claims Paying Ability Rating of not less than “A-VII”.

(B) REQUIRED INSURANCE COVERAGE.

The dollar amount of coverage is a matter to be determined by the campus. The Arkansas Insurance Department Risk Management Division publishes recommended limits for construction projects. The following types of coverage are required:

- (1) Commercial General Liability – required to maintain, at the contractor’s expense. The Board will be listed as an additional insured for ongoing and completed operations and coverage will be “per project aggregate.”
- (2) Workers Compensation and Employer Liability – the contractor is required to maintain this coverage, at the contractor’s expense, and in amounts required by Arkansas law. See Ark. Code Ann. §§11-9-404 and 11-9-408. This coverage must cover all employees who have performed any of the obligations assumed by the contractor including Employer’s Liability Insurance.
- (3) Umbrella or Excess Liability – required to maintain, at the contractor’s expense, during the term of the contract in an amount appropriate to the project.
- (4) Automobile Liability – required to maintain, at contractor’s expense, including “any auto” or all of the following – “scheduled autos”, “hired autos” and “non-owned autos” in an amount appropriate to the project.
- (5) Builder’s Risk Insurance – required to maintain, at contractor’s expense, Builder’s Risk Insurance or, when appropriate, Installation Floater Insurance, and any extended coverage for damage to capital improvement projects.
- (6) Perils to be insured are fire, lightning, vandalism, malicious mischief, explosion, riot and civil commotion, smoke, sprinkler leakage, water damages, windstorms, hail, and property theft on the insurable portion of a project on a 100% completed value basis against damage to equipment, structures or material.

END OF DOCUMENT