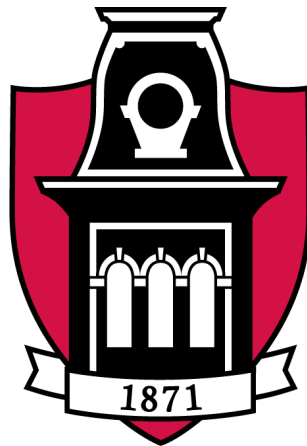


**PROGRAM SPECIFICATIONS FOR
JOB ORDER CONTRACTING**

24 March 2022



**UNIVERSITY OF
ARKANSAS**

FISCAL YEARS 2023 through 2026

University of Arkansas Facilities Management
521 South Razorback Road Fayetteville, AR 72701
Phone: (479) 575-6192 / Fax (479) 575-7268

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**INVITATION TO SUBMIT PROPOSALS
UNIVERSITY OF ARKANSAS, FAYETTEVILLE CAMPUS
JOB ORDER CONTRACTING FOR CONSTRUCTION SERVICES**

1. General Information: The University of Arkansas (UA) is accepting competitive sealed "Best Value Proposals" for Job Order Contracting (JOC), pursuant to Arkansas Code Ann. §19-4-1416(a)(1) in accordance with the terms, conditions and requirements set forth in this Solicitation For Proposals for Best Value Contract, which considers factors in addition to price. This Solicitation provides sufficient information for interested parties to prepare and submit proposals for consideration by the University of Arkansas.
2. Location for Submittal of Proposal: Proposals shall be submitted to Facilities Management, 521 S. Razorback Rd., Fayetteville, AR not later than 2:00 PM local time, Tuesday, April 19th, 2022.
3. There will be a **voluntary pre-proposal meeting at 2:00 PM local time, Wednesday Apr 6, 2022.** This meeting will be held virtually. Contact Ann Carrell, acarrell@uark.edu, or by phone at 479-575-6272 to request an invitation to the preproposal on-line meeting. At this meeting, contractors will have an opportunity to ask questions regarding this Contract.
4. Supervision: The Owner, unless designated to another entity, supervises the review of Proposals and awarding of all construction contracts, approves contracts, change orders, requests for payment and ensures that on-site inspections are accomplished.
5. Location of Documents:

The full Invitation to Propose is available for download at:

http://planning.uark.edu/capital_budgeting/RFQ_projects.html

If you are unable to access the website, you may request a copy via email from Georgeta Galbraith (contact information below).

6. Contact: Any questions or concerns regarding this Solicitation shall be directed to:

Georgeta Galbraith
University of Arkansas
Facilities Management,
521 S. Razorback Road
Fayetteville, AR 72701
ggalbra@uark.edu
Phone: 479-575-6191 Fax: 479-575-7268

The UA specifically requests that Contractors restrict all contact and questions regarding this contract to the above-named individual.

7. Obtaining Contract Documents: Obtaining contract documents through any source other than the contact listed above, or his representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information, and the proposer runs the risk of basing his proposal on such information. The documents obtained through the Facilities Management department, or its representative(s) are considered the official version and take precedence if any discrepancies occur.
8. Inquiries and Interpretations of the Job Order Contracting (JOC) Program: Responses to inquiries which directly affect an interpretation or change to this solicitation will be issued in writing by addendum and mailed or otherwise conveyed to all parties recorded by the UA as having received a copy of the solicitation. All such addenda issued by the UA prior to the time that proposals are received shall be

considered part of the solicitation, and the Contractor shall be required to acknowledge receipt of such in his proposal. Only those inquiries the UA replies to which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

9. Proposal Evaluation and Contract Award Process: An award to one or more Contractors for the services specified herein will be made based upon evaluation of the competitive sealed proposals. Proposals will be opened publicly to identify the names of the Contractors, and their coefficients, but will be afforded security sufficient to preclude disclosure of other content of the proposal, or other information, prior to award. Therefore, each preparer is encouraged to prepare his Proposal with due care and attention to detail in presenting the Proposer's capabilities and Work Plan as requested per the Proposal Evaluation listed herein. After opening, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification. The UA reserves the right to award a Contract for all or any portion of the requirements proposed by reason of this request, award multiple Contracts, or to reject any and all proposals if deemed to be in the best interest of the University. Notification of proposal evaluation and awards (s) shall usually be made within 30 calendar days of receipt date.
10. Proposers are hereby notified that any proposer who desires to enter into Contract for this work must comply with disclosure requirements pursuant to Governor Executive Order 98-04. Submission to the Owner of completed Disclosure forms will be a condition of the Contract. The Owner cannot enter into any contract, which does not obligate the Contractor to require the submission of Disclosure forms for subcontractors.
11. The Owner reserves the right to reject any and all proposals, and to waive any formalities.
12. This invitation does not commit the Owner to pay any cost incurred in the preparation of Proposals.
13. **Proposers shall conform to the requirements of the Arkansas licensing laws and regulations for contractors, and shall be licensed before their proposals are submitted. There shall be only one proposal submitted per State Contractors license. The Proposer will be required to indicate its license number on the Proposal Form beneath the signature.**
14. Pursuant to Ark. Code Ann. § 22-9-203, the State encourages all small and minority business enterprises to submit proposals for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration be given to the identified groups.

END OF SECTION 00130

Section 00200

INSTRUCTIONS TO PROPOSERS

1. **CRITERIA FOR SELECTION.** The Contractor(s) selected for an award will be the Contractor(s) who submits the most advantageous proposal to the University. The UA is not bound to accept the lowest priced proposal if that proposal does not provide the UA with the "Best Value". The criteria for evaluation of qualified proposals, and selection of the successful Contractor(s) for this award, will be based on the factors listed below (see proposal evaluation forms attached as a part of the Proposal Form). Each criterion should be on a separate page, numbered and titled as listed below.

(1) 60% of Evaluation Criteria: Contractor's proposed Coefficient. Use the PROPOSAL FORM.

(2) 20% of evaluation Criteria. Statement of Qualifications and the Contractor's Capabilities – a list of references of current and past customers and Contractor's past performance on other contracts for the UA or other State agencies, if applicable. Use the BEST VALUE PROPOSAL EVALUATION - Contractor Capabilities form to guide this submittal as a part of the PROPOSAL FORM. Proposers: It is very important for the Proposers to submit a thorough listing of Qualifications and Capabilities.

(3) 20% of evaluation Criteria: Work plan – a written Contractor's plan or approach to managing the UA's institutional facilities construction project via Job Order Contracting. Use the BEST VALUE PROPOSAL EVALUATION - Work Plan form to guide this submittal as a part of the PROPOSAL FORM. Proposers: It is very important for the Proposers to submit as detailed a Work Plan as knowledge and experience working with the UA or similar institutions will be an important consideration when evaluating proposals.

2. **GENERAL INSTRUCTIONS.** Submission of a proposal indicates Contractor's acceptance of the evaluation technique and recognition that some subjective judgments must be made.

Contractor should carefully read the information contained herein and submit a complete response to all requirements and questions as directed. Each proposal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this JOC. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of the University's construction needs and standards. **Contractors are strongly encouraged to sequence the evaluation criteria as in Best Value Evaluation forms included with the PROPOSAL FORM to accommodate efficiency during the evaluation process.** Proposals which are qualified with conditional clauses, or alternatives to the provided forms, or items not called for in the solicitation documents, or irregularities of any kind are subject to disqualification by the UA, at its option.

The UA will not provide compensation to Contractor for any expenses incurred for proposal preparation. Proposals and any other information submitted by Contractors in response to this solicitation shall become the property of the UA.

3. **PROPOSAL DOCUMENTS.** Proposers may obtain complete sets of Contract Documents from issuing office designated in the Invitation to Propose. Complete sets of Contract Documents must be used in preparing proposals; neither Owner nor Design Professional assume responsibility for errors or misinterpretations resulting from the use of incomplete sets of Contract Documents. Obtaining Contract documents through any source other than the Contact listed in the Invitation to Propose is not advisable due to the risks of receiving incomplete or inaccurate information, and the proposer runs the risk of basing proposer's proposal on such information. The documents obtained through the Contact or his representative(s) are considered the official version and take precedence if any discrepancies occur. The fact that documents used for proposal purposes are named "contract documents" does not diminish in any way the right of the Owner to reject any and all proposals and to waive any formality.

4. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK. Proposer shall examine the Contract Documents and visit the project site of work (Fayetteville Campus, U of A). Proposer shall become generally familiar with existing conditions and limitations under which the Work is to be performed, and shall base proposal on the criteria set forth hereinafter in Sections 00310 and 00410. No allowance will be made to Proposer because of lack of such examination or knowledge. The submission of a Proposal shall be construed as conclusive evidence that the Proposer has made such examination.

5. INTERPRETATION OF CONTRACT DOCUMENTS DURING PROPOSAL PROCESS.

5.1 All references to the Owner shall be interpreted to mean the University of Arkansas Board of Trustees acting for and on the behalf of the University of Arkansas at Fayetteville.

5.2 If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the Contract Documents or finds discrepancies in or omissions from any part of the Contract Documents, they may submit to the Contact a written request for an interpretation or correction thereof not later than five (5) calendar days before the Proposal opening.

5.3 Address all communications regarding the Contract Documents to the U of A Contact: Georgeta Galbraith, University Facilities Management Department, 521 S. Razorback Road, Fayetteville, AR 72701; phone:(479) 575-6191.

5.4 Interpretation or correction of the Contract Documents will be made only by Addendum and will be mailed, faxed or delivered to each Proposer of record by FAMA or its representative. The Owner will not be responsible for oral explanations or interpretation of the Contract Documents.

5.5 **Addenda** issued during the proposal preparation period will be incorporated into the Contract Documents.

6. TYPE OF PROPOSAL.

6.1 The Work under this Contract will be awarded under a stipulated single coefficient, to the responsible proposer(s) who offer the "Best Value". No segregated proposals or assignments will be considered. Coefficients shall include all items identified in this contract and detailed in Attachment 00310-1.

7. PREPARATION OF PROPOSAL. Proposal shall be made on an unaltered Proposal Form identical to the form included with the Contract Documents. Fill in all blank spaces and submit one original. Proposals shall be signed with name typed below the signature. Where Proposer is a corporation, proposals shall be signed with the legal name of the corporation followed by the name of the state of incorporation, Arkansas contractor's license number issued by the Contractors Licensing Board, and the signature of an authorized officer of the corporation.

7.1 Proposals submitted by a "Joint Venture/Joint Adventure" shall be signed by representatives of each component part of the Joint Venture. The licenses of each component part of the Joint Venture shall also be listed in the bid submittal. Therefore, joint venture proposers shall indicate at least two (2) signatures and two (2) license numbers on the Proposal Form. Exception: Joint Ventures who have been properly licensed with the Arkansas Contractors Licensing Board as a "Joint Venture" need only to indicate the joint venture license number on the Proposal Form. Joint Venture proposers shall indicate at least two (2) signatures on the Proposal Form even if they are licensed as a joint venture.

8. PROPOSAL GUARANTEE AND BONDS.

8.1 Each proposal shall include a bid security in the amount of \$5,000.00. The proposer will be required to include with his Proposal a cashier's check payable to the order of the OWNER drawn upon a bank or trust company doing business in Arkansas or by a corporate bid bond (Bid Bond/Bid

Security).

8.2 The bid bond shall indemnify the Owner against failure of the Contractor to execute and deliver the contract and necessary bond (Performance and Payment Bond where required) for faithful performance of the contract. The bid bond shall provide that the Contractor or surety must pay the damage, loss, cost and expense subject to the amount of the bid security directly arising out of the Contractor's default in failing to execute and deliver the contract and bonds.

8.3 Owner will have the right to retain the bid security of proposers to whom an award is being considered until the Contract has been executed and bonds if required, have been furnished, or until specified time has elapsed so that proposals may be withdrawn, or all proposals have been rejected.

8.4 Should Proposer fail to enter into a contract and furnish the required bonds and insurance certificates within 10 days after receipt of Intent to Award, the bid guarantee will be forfeited to the Owner as liquidated damages.

9. PERFORMANCE AND PAYMENT BOND. Each Job Order will stipulate whether a Performance and Payment Bond is required. Performance and Payment Bonds are not required for Job Orders of \$50,000.00 or under. For work exceeding \$50,000.00, the Contractor shall furnish a Performance and Payment Bond in the amount equal to 100 percent of Job Order price, on a form identical to the Arkansas Statutory Performance and Payment Bond Form as security for faithful performance of the Contract and payment of all obligations arising thereunder within ten days after receipt of the Intent to Award. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas. The bond shall be executed by a resident agent or a non-resident agent and shall be licensed by the Insurance Commissioner to represent the surety company executing the bond and filing with the bond the agent's Power of Attorney as his authority. The bond shall be written in favor of the Owner. Contractor shall file the bond with the Circuit Clerk in the county where the Work is to be performed. Failure to deliver said bonds, as specified, shall be considered as having abandoned the Contract and the bid security will be retained as liquidated damages.

10. SUBCONTRACTORS. Name of principal contractor shall be listed where indicated on the Proposal Form in accordance with Ark. Code Ann. § 22-9-204 and the contract documents. All prime contractors, as a condition to perform construction work for and in the State of Arkansas, shall use subcontractors who are qualified and licensed by the Contractors Licensing Board and qualified in Mechanical (HVAC), Plumbing, Electrical and Roofing and Sheet Metal.

10.1 No person shall perform work on the contract without possessing an applicable Arkansas State License or certification for the specific work performed.

10.2 All personnel shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.

11. SUBMITTAL. Submit one (1) completed copy of the Proposal on the Proposal Form in an opaque, sealed envelope accompanied by ten (10) complete copies of the Proposer's Qualifications, Capabilities, and Work Plan as required on the Proposal Form, and submit a digital copy of all documents in PDF format on a flash drive. Identify the envelope with: project name and number, name of Proposer, and Arkansas Contractors License number; only one proposal shall be submitted per State Contractors license number. Submit proposals in accordance with the Invitation to Propose. All blanks on the form shall be filled out in ink or be typewritten. Erroneous entries, alterations, and erasures shall be lined out, initialed by the Proposer, and the corrected entry inserted on the Proposal Form. Only those proposals submitted on Owner supplied forms as found in these documents or identical copies will be accepted.

11.1 Proprietary Information. All proposal information, proposals, forms, briefs, sales brochures, etc. will become property of the Owner when submitted with a proposal. All proposal documents submitted by the proposer may be available for public inspection after the bid opening, subject to paragraph 8 of Section 00130. Proprietary pages and documents required to be submitted with proposal must be clearly marked as such.

12. MODIFICATION AND WITHDRAWAL. Proposer may withdraw proposal at any time before proposal opening and may resubmit up to the date and time designated for receipt of proposals. No proposal may be withdrawn or modified after time has been called for the proposal opening. Oral modifications to proposal will not be considered. Proposer may submit written modifications to proposal in writing, at any time prior to the expiration of the proposal time and date and shall so word the modification(s) as to not reveal the amount of the original proposal.

13. DISQUALIFICATION OF PROPOSERS. The Owner shall have the right to disqualify proposals (before or after opening), which includes but is not limited to, evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer, to reject a proposal not accompanied by the required bid security or by other data required by the Contract Documents, or to reject a Proposal which is in any way incomplete or irregular.

14. LATE PROPOSALS. Late proposers, proposals en route, proposals left at a location other than Facilities Management by special carrier or other will not be considered. Proposals must be in Facilities Management by, or before, the time as indicated on the Invitation to Propose.

15. APPLICABLE LAWS.

15.1 Labor. Contractors employed upon the work will be required to conform to the labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and to all the laws, regulations, and legal requirements applicable thereto.

15.2 Discrimination. Proposer shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Proposer shall be responsible for ensuring that all subcontractors comply with federal and state laws and regulations related to discrimination. Upon a final determination by a court or administrative body having proper jurisdiction that the Proposer has violated state or federal laws or regulations, the Owner may impose a range for appropriate remedies up to and including termination of the Contract.

15.3 Taxes. Proposer shall include in each Job Order proposal all state sales tax, social security taxes, state unemployment insurance, and all other items of like nature. It is the intent that each Job Order price shall represent the total cost to the Owner of all work included in the Job Order. There are no provisions for a contractor to avoid taxes by using the tax-exempt number of a state agency, board, commission or institutions. Said taxes shall be included in the Job Order price where appropriate.

15.4 State licensing laws for Contractors.

15.5 Disclosure. Potential Proposers are hereby notified that any proposer who desires to enter into a contract not exempted from the disclosure requirements, that disclosure is a condition of the Contract and that the Owner cannot enter into any such contract for which disclosures are not made and the language of paragraphs a, b, and c below will be included in the body of any contract awarded.

Potential Proposers are hereby notified that:

a. Disclosure is required to be a condition of any Job Order subcontract for which the total consideration is greater than twenty-five thousand dollars (\$25,000.00).

b. The Contractor shall require any subcontractor, for which the Job Order subcontract amount is greater than \$25,000.00, to complete and sign the Contract and Disclosure and Certification. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000.00 shall contain the following:

Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

c. The Contractor shall transmit a copy of the subcontractor's disclosure form to the agency and a statement containing the dollar amount of the subcontract within ten (10) days upon receipt of subcontractor's disclosure.

Note: A copy of the "Contract and Grant Disclosure and Certification Form" is included at the end of the PROPOSAL FORM.

15.6 Minority Participation: Pursuant to Ark. Code Ann. § 22-9-203, the Owner and the State of Arkansas encourage all small, minority, and women business enterprises to submit proposals for capital improvements. Encouragement is also made to all general contractors that in the event they subcontract portions of their work, consideration is given to the identified groups. That contractor shall submit minority subcontractor participation report with the closeout documents of each job order.

15.7 The proposal process, award and administration of the contract shall be made pursuant to Ark. Code Ann. §19-4-1416 (a)(1).

16. LIQUIDATED DAMAGES AND INCENTIVES. The amount of liquidated damages or incentives to be assessed shall be in accordance with the amount indicated in each Job Order. Proposer understands and agrees that under the terms of the Contract to be awarded, if the Contractor fails to complete the work within the time limit specified in the Job Order, the Contractor may pay the Owner as Liquidated Damages, and not in the nature of a penalty the sum specified in the Job Order for each day completion is delayed if so noted an individual Job Order. The owner may also choose to offer incentives to meet certain project goals if specified in the Job Order.

17. PRE-PROPOSAL CONFERENCE. Refer to Invitation To Propose, section 00130, for information concerning any Pre-proposal Conferences.

18. OPENING. Proposals will be opened as identified in the Invitation to Proposal, section 00130.

19. EVALUATION and CONSIDERATION OF PROPOSALS, It is the intent of the Owner to award a Contract to the responsive qualified proposer(s) who offer the "best value" to the UA, provided the proposal has been submitted in accordance with the requirements of the Contract Documents. The Owner shall have the right to waive any formalities in a proposal received and to accept the proposal which, in the Owner's judgment, is in its best interests. The Owner shall have the right to award any or all proposals for a period not to exceed 60 days.

19.1 Tie Proposals. If two or more sealed proposals are equal in amount, meet Proposal Document requirements, and are the lowest received by the time of the proposal opening, then the apparent low proposer will be determined by lot (placing the name of the tie proposer into a container and drawing one name). The drawing will be conducted by Facilities Management Department personnel, and another person so designated by the Owner in the presence of a witness and the tie proposer or representatives. The witness shall be an employee of the State of Arkansas. Documentation of the drawing shall be included on the proposal tabulation and be signed by those present. Nothing in the above and foregoing will diminish the Owner's reserved right to reject any and all proposals and to waive any formalities.

20. EXECUTION OF CONTRACT.

20.1 The apparent low Proposer shall be prepared, if so required by the Owner, to present evidence of experience, qualifications, and financial ability to carry out the terms of the Contract. Attention is called to the fact that the proposer in signing the proposal, represents that he has the financial ability and experience to carry out the work throughout its several stages within reasonable time frames agreed to in each Job Order.

20.2 The successful Proposer will be required to execute a Master Agreement with the Owner on a form identical to the Agreement Form included with the Contract Documents. Individual Job Orders will be awarded for projects in accordance with the general steps described in Section 00310, and the Performance and Payment Bonds and Certifications of Insurance shall be executed within ten days after receipt of the Intent to Award each individual Job Order.

20.3 The successful Proposer will be required to furnish Owner with proof of insurance, as prescribed by the General Conditions and Supplementary General Conditions.

21. GENERAL INFORMATION.

21.1 For information purposes, the following table summarizes historical JOC program obligations. This table is a roll up per biennium of all UA Fayetteville Job Order Contractors. Future contract amounts are not guaranteed to match historical amounts, and variance from historical amounts shall not justify a change in the contract coefficient.

	1 Jul 2018 thru 30 Jun 2020	1 Jul 2020 thru 1 Mar 2022	Estimate Value Mar 22 thru Jun 2022	4 Year Estimated Total
Program Obligations	\$ 38,102,193	\$28,706,624	\$ 10,000,000	\$76,808,817

21.2 The maximum value of any single job order shall not exceed \$750,000 by state statute.

END OF SECTION 00200

SECTION 00310
JOB ORDER CONTRACT (JOC) EXECUTION GUIDE

1. **PURPOSE.** The purpose of this guide is to describe the procedure to be utilized in the administration of the Job Order Contract (JOC), a Contract designed to provide the University of Arkansas Facilities Management Department with a flexible and responsive contractual capability in support of their construction services needs.
2. **DEFINITION.**

2.1 Job Order Contract. A Job Order Contract is a competitive sealed proposal firm fixed price, indefinite-quantity contract to perform work for the University. The contract may consist of a collection of proposed institutional facilities type projects. Each project will include detailed task specifications encompassing improvements, alterations, renovation, remodeling, and/or major repairs to UA structures and properties. Much of the work may be performed during normal operating hours. However, as is typical with educational facilities work, other hours may be necessary. It is also expected that during University break times total project loads may be significantly higher and contractor staffing should reflect these needs. The general intent of the JOC program is to have the JOC contractor obtain a minimum of three (3) bids from qualified subcontractors for any portions of work for which subcontracting is deemed to be practical at the sole discretion of the FAMA Director of Engineering & Construction. The JOC contractor, if qualified to self-perform the work, may submit a sealed bid to be considered with the subcontractor bids. The total price for that portion of work shall be based on the lowest responsive bid multiplied by the Contractor's coefficient (multiplier.) For other work in which subcontracting would be impractical, and where the JOC contractor will self-perform the work, pricing shall be in accordance with the latest available calendar year issue of RS Means Facilities Construction Cost Data and the Cost Works electronic version, with updates as applicable, as a basis for unit cost. This resource book will be referred to as the unit price book (UPB). Contractors submitting proposals for the JOC are required to submit **one** coefficient or multiplier for normal or overtime hours. The unit price listed in Mean's "Total Incl. O&P" costs (**adjusted for the "Total Weighted Average" CityCost Index for Fayetteville, AR**) is then multiplied by the appropriate coefficient to determine the actual cost of that line item. The adjusted UPB "Total Incl. O&P" cost rate will herein be referred to as the "UPB rate". Costs derived from Division 1 of the UPB shall be included in the contractor's coefficient or allowed/disallowed in accordance with Attachment 00310-1 unless otherwise directed in writing by the FAMA Director of Engineering and Construction. The Contractor must take these costs into account when proposing the coefficient. Each Job Order embraced by the Contract is broken down into individual tasks of work, and a total price is developed based upon the sum of the UPB rate, subcontractor quotes, and the Contractor's multiplier. For work requiring subcontracts, the Contractor shall strive to obtain a minimum of three qualified subcontractor bids. Total price for subcontracted work shall be based on the lowest responsive bid multiplied by the Contractor's multiplier. After agreement, Facilities Management Department Representative(s) review and authorize a Job Order (JO) for performance of work.

The JOC will remain in effect for one year from date of contract award. The University retains the right to renew any resulting contract(s) for up to three (3) additional contract periods. Contracts can be renewed, with no increase in the Contractor's coefficient, only if both the Contractor(s) and the University mutually agree to do so. Justification for non-renewal from either the Contractor or the University is not required.

A Performance and Payment Bond will be required, per state law, by the Contractor for any individual project associated with Job Order Contracting in which the Job Order may exceed \$50,000. Bonds, where required, are a reimbursable item with the JOC.

In the course of executing the Contract, the Contractor agrees to abide by the terms as stated in the General and Supplementary Conditions for the University of Arkansas System,

Architect/Engineer's Guidelines, Quality Control, and other related documents in effect at the time of award.

2.2 Job Order (JO). A Job Order (JO) is the contractual instrument issued by the UA Facilities Management Department (FAMA) to the Contractor. The JO will be, in part, the Contractor's UPB estimate of tasks and quantities of labor, materials, and equipment to do the work, bid tab for those scopes of work that are subcontracted, plans and specifications, and project timeline. The individual JO becomes in effect, a fixed price, lump sum contract when the Purchase Order for the JO is issued.

2.3 Coefficient. The contractor's coefficient is the price multiplier that the Contractor proposes. After award, the parties utilize this multiplier to determine the price of work. The sum of the UPB rates listed in the JO and subcontractor bids are multiplied by the contractor's coefficient. For example, if the labor unit price for painting one hundred square feet of gypsum board is \$15.00 (after the Fayetteville Cost index adjustment) and the coefficient is 1.01, the Contract price would be \$15.15 ($\$15.00 \times 1.01 = \15.15). The proposal coefficient shall be applied the cost of work, including tax and bond, if applicable. The proposal coefficient shall be an increase to the "Total Incl. O&P" costs column in the Unit Price Book, and not the "Bare Total" column. The "Total Incl. O&P" shall also be adjusted for the City of Fayetteville, Arkansas' "weighted average", and not the national average listed in the UPB. Coefficient shall be carried to two (2) decimals places only.

PLEASE NOTE: There will likely be occasions where the contractor is asked to provide materials, equipment, and/or subcontract pricing for work by direct bidding. In these cases, the same "coefficient" will apply.

2.4 Overhead and General Requirements. The contractor typically bears overhead and General Requirement costs as part of the proposed coefficient of the JOC program. The following overhead and General Requirement items shall be included in the contractor's coefficient:

- (1) Providing up to two Rough Order of Magnitude (ROM) estimates of construction costs and construction duration during the design phase.
- (2) Participation in a Value Engineering process in coordination with FAMA and the Architect/Engineer of record, including but not limited to, providing cursory review and input regarding potential cost saving opportunities.
- (3) General Requirements from Division 1 of the UPB as detailed in the table show in Attachment 00310-1, with the following line item categories:
 - (3.1) Always allowed in JO, the contractor is expected and directed to include this item in each JO by the FAMA Representative
 - (3.2) Allowed as directed, only included by written permission of the FAMA Representative due to some unusual condition peculiar to the project.
 - (3.3) Not allowed-included in coefficient, the contractor is never allowed to include because it is part of the proposal coefficient.
 - (3.4) Not in contract, totally excluded from this work and contract, but may be addressed under separate contract with owner.

2.5 Preconstruction Services: Preconstruction Services may be negotiated for certain projects based on size and scope at the discretion of the FAMA Director of Engineering and Construction. These services may include, but not be limited to, detailed cost estimating (beyond R.O.M. cost estimation), forensic investigations and/or destructive testing, or other services as directed by the FAMA Director of Engineering and Construction.

2.6 Rubbish Handling: The Contractor will be reimbursed for rubbish handling on a per job basis as it relates to loading a vehicle with demolished materials at project site in accordance with appropriate UPB line items. Handling of materials identified as salvageable will be reimbursed in accordance with UPB.

2.7 Disposal of Rubbish: Contractor shall lawfully dispose of rubbish off university property. Use of university dumpsters will not be allowed. All associated costs of removing rubbish less than 10 cubic yards per project from university property are to be included in the contractor's coefficient. If the project involves the use of a dumpster for 10 cubic yards or more of debris then reimbursement will be the verifiable actual dumpster fee plus 10%. Contractor shall provide an annual report listing a summary of disposed quantities and diversion rates based on USGBC guidelines.

2.8 Non-Prepriced Work. Non-prepriced work is categorized and addressed as follows:

- (1) All work not self-performed by the contractor's own labor force shall be bid to the subcontractor market.
- (2) Other tasks that are not specifically included in the UPB but are within the basic intent and general scope of the contract shall use the nearest UPB description and cost. An asterisk shall precede any modified task description.
- (3) Tasks, which are included in the UPB but differ materially more from those ordinarily encountered, shall be bid to the subcontractor market to ensure the task is performed at a fair and reasonable price. Contractor must submit cost documentation prior to issuance of JO.

2.7 Normal Working Hours

- (1) For the administrative and classroom areas and surrounding areas are 8 a.m. to 5 p.m. Monday through Friday. Other days/hours may be arranged.
- (2) For residence halls and apartments and surrounding areas are 10 a.m. to 6 p.m. seven days a week. Other hours may be arranged.
- (3) The academic calendar and the function of the facility may drive the need to modify these hours for a specific job order.

3 JOC TECHNICAL CONTRACT SPECIFICATIONS DEVELOPMENT.

The Architect or Engineer of Record and/or the FAMA Construction Coordinator for each JO will develop specifications necessary for the procurement and implementation of the JOC. JOC Contractors will adhere to JOC Program General Conditions for the University of Arkansas, Architects and Engineers' Guide to Standard Technical Specifications, Quality Control, and similar documents/standards. If conflict exists in related contract documents then the following shall apply. All related contract documents may be superseded by individual Job Order project specifications. In the instance where the UPB offers, minimum/maximum costs associated with a particular task, or if the task is not listed in the UPB, the Owner's Representative will cost out the materials based on local availability and use UPB labor rates most closely related to similar tasks, and apply them as directed in subparagraph A, below.

3.1 Materials:

- (1) If materials specified by the JO for a specific task exceeds the unit material bare cost in the UPB, after City Cost Index adjustment and after coefficient is applied, the Contractor may request adjustments of the bare cost. In these instances, copies of at least two competitive materials vendor quotations must be submitted to the Facilities Management Department Representative to substantiate material costs in excess of the UPB. The Contractor will be required to provide copies of invoices and proof of payment when requested by the University.
- (2) Contractor is responsible for receiving and storing their own materials, including unloading of delivery trucks, checking deliveries and transportation to the work area. University employees are not responsible for this. No new construction materials may be delivered or received by the University's Receiving Warehouse.
- (3) If the plans and specifications do not agree the specifications will prevail.

(4) The University reserves the right to purchase material, equipment, or other required job items. The University will compensate the Contractor for providing labor to relocate or install owner-furnished materials. The cost of University-furnished material shall not be included in the cost of work.

3.2 Equipment: Equipment costs can be included in the JO only if a unit cost for equipment is listed for the specific task in the UPB, and actually used on the job. The Contractor shall furnish as part of his overhead cost included in the coefficient, all necessary protective equipment, concrete mixing boxes, water barrels, wheelbarrows, hoes, shovels, tools, mortar boards, ladders, portable scaffolding, shop tools, drills, saws, hand tools, shop equipment, and fabricating items customary to the trade, etc., and all other movable equipment necessary to completing the work performed under this Contract. The furnishing of tools shall include all maintenance, loss and breakage. The FAMA Representative prior to its use must approve any equipment reimbursements.

3.3 Labor: The University will reimburse the Contractor for "labor costs" as follows:

- (1) Labor costs will be reimbursed to the Contractor at the UPB rate x Contractor coefficient.
- (2) If a task is not literally identified in the UPB the Contractor will be reimbursed in accordance with non-prepriced protocol (2.G), with trade and labor unit costs matched as close as possible to UPB rates, multiplied by the coefficient. Insurance, fringe benefits, travel time, employee's residence to job site, or vacation allowances are to be included in the Contractor's coefficient.
- (3) A minimum of one contractor employee with overall project supervisory authority is to be present on campus at all times when work is going on. The number of supervisory personnel on campus at any given time shall be appropriate to the number and complexity of the jobs currently under construction. It is contractor's responsibility to maintain safety, quality, schedule, and cost control at all times the number of supervisory personnel must be appropriate to accomplish that, regardless of the number and complexity of job orders at any given time. Supervisory costs are to be part of the Contractor's coefficient and will not be reimbursed as a separate labor cost.
- (4) Time and cost associated with an employee's travel to and from job site are not reimbursable.
- (5) The Contractor may be required to perform the work under this Contract on the job site in the presence of University employees, other University Contractors, and/or Subcontractors, whether union or non-union, and shall complete the work assigned in the time required by the JO. In off-site work such as off-site fabrication, the University shall be so notified at the time of the issuance of the JO by the Contractor. The University reserves the right to inspect such off-site work at any time.

3.4 The Contractor shall maintain a local office with telephone available for receiving and making calls throughout the working day and shall have available sufficient storage space for materials and equipment if his office and principal place of business is not located within 50 miles of the University. Other office equipment and personnel competencies required are fax machine and computer with an email account. The communications response time of the Contractor (or equal authority Contractor's representative) to the University, Monday through Friday, 8:00 A.M. to 5:00 P.M. shall not exceed 4 hours.

3.5 Subcontracts: Contractors are encouraged to use the services of Subcontractors when not self-performing work. The Contractor shall make every effort to obtain at least three responsive bids for each subcontracted task. The Contractor shall be responsible for reimbursing Subcontractors. The FAMA Representative may require the submittal of payment affidavits for Subcontracts prior to final payment. When subcontractors are used and the scope of work is competitively bid, the lowest qualified subcontractor shall be used. Their cost, not the UPB cost, shall be included in the job order. The use of Subcontractors does not alter the Contractor coefficient. When subcontractors are used and in spite of the contractor's best efforts less than three subcontractor bids are submitted, the FAMA representative reserves the right to request that the Contractor validate the subcontractor cost is fair and reasonable using the UPB.

- (1) The JOC Contractor agrees to be fully responsible to the University for the acts and omissions of the Subcontractor and of persons directly employed by the Subcontractor.

(2) Nothing contained in the JOC or Contract Documents shall create any contractual relation between any Subcontractor and the University and nothing in the Contract documents is intended to make the Subcontractor a beneficiary of the Contract between the University and the Contractor. The Contractor agrees to bind every Subcontractor, and will see that every Subcontractor agrees to be bound, by the terms of the JOC and related Contract Documents inclusive of JOC Program Specifications, General and Supplementary Conditions, Architect's & Engineer's Guide to Standard Technical Specifications, Quality Control, and other similar documents/standards.

4 EXECUTION PROCEDURES.

4.1 Contractor Selection: FAMA, at its sole discretion, will select a JOC Contractor for negotiation of a potential JO project based on past performance, capability, and capacity.

4.2 FAMA Construction Coordinator/Contractor Coordination

(1) The Facilities Management Department Construction Coordinator contacts the Contractor(s) of pending JO. The Contractor's representative shall respond within three working days by meeting with the FAMA Construction Coordinator and possibly the customer and/or design professional to conduct a scope validation site visit and conference. During this meeting, the following are discussed and established:

- a. Project number and title.
- b. Site investigation.
- c. Methods and alternatives for accomplishing work per RS Means estimate, plans, and specifications.
- d. Scope of the work, definitions, tasks and quantities as required.
- e. Time requirements for completion and site availability.

(2) The contractor shall review the project and provide a work order proposal on the proposed scope of work within three weeks from the scope meeting or being provided a set of biddable documents, unless additional time is approved by the FAMA Director of Engineering and Construction. The Contractor is responsible for verifying tasks, refining quantities. The work order proposal provided by the Contractor shall consist of the following:

- a. A transmittal letter including:
 - i. Reference to the Work Order Title
 - ii. List of contract drawings/specifications, including date of issuance, design professional, addenda, etc.
 - iii. Summary of scope of work and/or task items, including any scope assumptions
 - iv. List or description of exclusions
 - v. Summary of scope of any alternates, if applicable
- b. A spreadsheet illustrating detailed cost calculations, including the following.
- c. For information purposes, an acceptable template is provided in the Appendix.
 - i. A price summary page including application of coefficient
 - ii. Subcontractor bid tabulation of all bids/quotes requested from subcontractors, whether or not a bid was provided, including subcontractor names and bid amounts, with accepted bid highlighted. If nonresponsive bids are received, the word "nonresponsive" may be substituted for the bid amount.
 - iii. Detailed calculations with itemized breakdowns of materials, equipment, and labor for self-performed work based on UPB rates.

(3) Even though there is the possibility of equipment/material price escalation given the current construction market environment, the Contractor will be required to stand behind his negotiated price quotation for a minimum period of 30 calendar days from the date of its acceptance by the FAMA Construction Coordinator. If a final negotiation and Letter of Intent to Award have not been executed by the FAMA Construction Coordinator within that time period, then the Contractor shall have the right to review his price quotation and to modify it as justifiable. However, this provision does not negate the UA's right to advance to another Contractor if a re-negotiation is unsuccessful.

(4) After review of the contractor's JO revisions (if any), the FAMA Construction Coordinator will approve or disapprove the JO, negotiate, or advance to another contractor.

(5) Once the JO is approved, the Contractor will begin work as per date ranges specified in the JO. The FAMA Construction Coordinator will perform the Contract administration associated with the JO until work completion, including final inspection and acceptance within the time frame designated on the JO.

(6) At time of project completion (inclusive of the completion of punch list items), the Contractor will submit a request for Final Payment to be approved by the FAMA Construction Coordinator. Approval of a request for final payment and release of retainage for a job order is contingent on the following:

- a. Completion of all contracted scope and punch list items
- b. Submittal of a complete close out package
- c. Submittal of a completed contractor key form, signed by the key office.
- d. Submittal of the Contractor Minority Participation Report

5 MODIFICATION TO JOB ORDERS

5.1 It is the sole responsibility of the FAMA Construction Coordinator to authorize a Change Order to a JO. Change Orders costs shall be validated using the UPB after City Cost Index adjustment. At the request of FAMA, the Contractor shall submit a UPB estimate or other documentation to justify the change order pricing. If differing site conditions are encountered during execution of the Job Order, or if there is a desired change to the quantity or quality of work by the owner, then a modified or supplemental JO by way of Change Order is required. If a Change Order involves negotiation with a subcontractor, the subcontractor overhead & profit markup shall be limited to 12 percent, and the contractor's markup shall be limited to the coefficient. All negotiations must be completed within 3 working days.

5.2 For the purpose of issuing change orders to a Job Order, three typical circumstances are anticipated:

- (1) Differing Site Conditions.
- (2) Increased scope of work.
- (3) Decreased scope of work.

5.3 The design professional or the FAMA Construction Coordinator will prepare a proposed Change Order to the job order addressing differing site conditions or increased/decreased scope of work.

6 REPORTING REQUIREMENTS AND PAYMENTS

6.1 The FAMA Construction Coordinator, under the direction of the Associate Director of Contracted Services and the Director, Engineering and Construction, will be responsible for administering all JO's under the Contract.

6.2 Normally, the university shall make progress payments to the Contractor for work completed. Retainage shall be held on each progress payment in the amount of 5% of the completed work. Application for final payment shall be submitted once all work and the punch list (if applicable) are completed. Liquidated Damages may be

assessed if project extends beyond JO agreed completion date. Partial and final payments shall be submitted to the design professional on the job using the standard AIA "Application for Payment" form. When the work is certified complete by the design professional or FAMA Construction Coordinator the invoice shall be sent to cons@uark.edu to process for payment through established University procedures for prompt payment.

6.3 The University reserves the right to deduct from the contract an equitable amount for any damaged or uncorrected work until such time as the FAMA Construction Coordinator deems the work satisfactory. If unfinished work or damaged or uncorrected work remains after the agreed upon JO completion date, the University reserves the right to proceed with correction of the work.

6.4 The University may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment certificate to such extent as may be necessary to protect the University from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims;
- (3) Failure of the Contractor to make payments properly to Subcontractor for material or labor;
- (4) A reasonable doubt that the Contract can be completed for the unpaid JO balance;
- (5) Damage to another Contractor;
- (6) The expectation that Liquidated Damages will be charged;
- (7) Deductions associated with loss of or damage to University property as a result of negligence or non-conformance to JOC contract documents.

When the above grounds are removed, payment shall be made for the amount withheld because of them.

6.5 Liquidated Damages and/or incentives may be included at the discretion of FAMA when time is of the essence for a particular project and are set at the joint signing of the JO. The basis for Liquidated Damages or incentives shall be as stipulated in paragraph 16, Section 00200, Instructions To Bidders. Warning of intent to assess Liquidated Damages may be sent to the Contractor and Bonding Company for insufficient progress or chronic under-manning of a project to the extent that it is believed that the project cannot be completed within the agreed time frame. If the scope of the project includes outside work that is affected by inclement weather the Contractor must document these days by submitting copies of local weather reports that indicate precise conditions.

6.6 The Contractor shall submit a weekly report of activities. If a specific reporting format is required, the specific JO will so state.

6.7 The Contractor shall submit a copy of MSDS's to the FAMA Construction Coordinator for all materials used in the project as part of project closeout.

- (1) Payment for Materials Stored Off-Site: Payment for materials stored at off-site locations(off-campus) may be included in contractor's applications for payment only with the priorwritten approval of the FAMA Director of Engineering and Construction. Invoices for the material shall be provided as a basis for payment, and the existence and condition of thematerial shall be verified by the Architect/Engineer or designed FAMA personnel. Generally, payment for materials stored off-site will only be allowed under special circumstances as follows: The material is too large, sensitive, or valuable to store at the siteor on-campus locations designated by FAMA.
- (2) Just in time delivery is not practical or possible.
- (3) Withholding payment would cause a significant cash flow problem for the contractor (e.g.the material cost is relatively high and the duration of storage is greater than 30 days.)

(4) The material is stored in a verifiable bonded and/or insured storage facility approved by FAMA, and the cost of storage/insurance does not result in increased cost to the project.

7 **TERMINATION:** If termination of a JOC contract is desirable for whatever reason, it shall be effected in accordance with the Agreement.

**Attachment 00310-1
UPB (RS Means) Division 1 Cost Allocation Table**

Heading and Category Description		Always Allowed in JO	Allowed as Directed in JO	Not Allowed; Included in Coefficient	Not in Contract
01 11	Summary of Work				
01 11 31	Professional Consultants				
	31.10 Architectural Fees				
	31.20 Construction Management Fees				
	31.30 Engineering Fees				
	31.50 Models				
	31.75 Renderings				
01 21	Allowances				
01 21 16	Contingency Allowances				
	16.50 Contingencies				
01 21 53	Factors Allowance				
	53.60 Security Factors				
01 21 55	Job Conditions Allowance				
	55.50 Job Conditions				
01 21 57	Overtime Allowance				
	57.50 Overtime				
01 21 63	Taxes				
	63.10 Taxes				
01 31	Project Management and Coordination				
01 31 13	Project Coordination				
	13.20 Field Personnel				
	13.30 Insurance				
	13.40 Main Office Expense				
	13.50 General Contractor's Markup				
	13.60 General Contractor's Main Office Overhead				
	13.80 Overhead and Profit				
	13.90 Performance Bond (For Projects Over \$50,000)				
01 32	Construction Progress Documentation				
01 32 13	Scheduling of Work				
	13.50 Schedule				
01 32 33	Photographic Documentation				
	33.50 Photographs				
01 41	Regulatory Requirements				
01 41 26	Permit Requirements				
	26.50 Permits				
01 45	Quality Control				
01 45 23	Testing and Inspection Services				
	23.50 Testing				
01 51	Temporary Utilities				
01 51 13	Temporary Electricity				
	13.80 Temporary Utilities				
01 52	Construction Facilities				
01 52 13	Field Offices and Sheds				
	13.20 Office and Storage Space				
	13.40 Field Office Expense				
01 54	Construction Aids				
01 54 09	Protection Equipment				

Heading and Category Description			Always Allowed in JO	Allowed as Directed in JO	Not Allowed; Included in Coefficient	Not in Contract
	9.50	Personnel Protective Equipment				
	9.60	Safety Nets				
01 54 16	Temporary Hoists					
	16.50	Weekly Forklift Crew				
01 54 19	Temporary Cranes					
	19.50	Daily Crane Crews				
	19.60	Monthly Crane Crews				
01 54 23	Temporary Scaffolding and Platforms					
	23.60	Pump Staging				
	23.70	Scaffolding				
	23.75	Scaffolding Specialties				
	23.80	Staging Aids				
01 54 26	Temporary Swing Staging					
	26.50	Swing Staging				
01 54 36	Equipment Mobilization					
	36.50	Mobilization				
01 55	Vehicular Access and Parking					
01 55 23	Temporary Roads					
	N/A	UA Parking Passes				
	23.50	Roads and Sidewalks				
01 56	Temporary Barriers and Enclosures					
01 56 13	Temporary Air Barriers					
	13.60	Tarpaulins				
	13.90	Winter Protection				
01 56 16	Temporary Dust Barriers					
	16.10	Dust Barriers, Temporary				
01 56 23	Temporary Barricades					
	23.10	Barricades				
01 56 26	Temporary Fencing					
	26.50	Temporary Fencing				
01 56 29	Temporary Protective Walkways					
	29.50	Protection				
01 56 32	Temporary Security					
	32.50	Watchman				
01 58	Project Identification					
01 58 13	Temporary Project Signage					
	13.50	Signs				
01 66	Product Storage and Handling Requirements					
01 6619	Material Handling					
	19.10	Material Handling				
01 71	Examination and Preparation					
01 71 23	Field Engineering					
	23.13	Construction Layout				
	23.19	Surveyor Stakes				
01 74	Cleaning and Waste Management					
01 74 13	Progress Cleaning					
	13.20	Cleaning Up (Daily or Progress Cleaning)				
	N/A	Final Cleaning				
	N/A	Separating and Diverting Construction Debris				

Heading and Category Description			Always Allowed in JO	Allowed as Directed in JO	Not Allowed; Included in Coefficient	Not in Contract
	N/A	Tracking Disposal and Diversion Quantities				
01 76	Protecting Installed Construction					
01 76 13	Temporary Protection of Installed Construction					
	13.20	Temporary Protection				
01 91	Commissioning					
01 91 13	General Commissioning					
	13.50	Building Commissioning				

End of Section 00310

**SECTION 00410
PROPOSAL FORM**

Bid Time: _____
Bid Date: _____
Location: _____

PROPOSAL FROM:

PROPOSAL TO: University of Arkansas Board of Trustees acting for and on behalf of The University of Arkansas at Fayetteville.

PROJECT: University of Arkansas, Job Order Contracting for construction services.

[1]. Having carefully examined the Contract Documents for this project, as well as the premises and all conditions affecting the proposed construction, the undersigned proposes to provide all labor, materials, services, taxes and equipment necessary for, or incidental to, the construction of an assigned project in accordance with the Contract Documents within the time set forth in each Job Order, for the compensation as determined by the method set forth hereinbefore in Section 00310.

[2]. The undersigned, as proposer declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made, without collusion with any other person, firm, corporation; that the proposer has carefully examined the form of contract, instructions to proposers for the proposed work; and agrees that the proposer will provide all the necessary machinery, tools apparatus, and other means of construction, and will do all the work and furnish all materials called for in the contract, specifications, and drawings, in the manner prescribed therein and according to the requirements of the Owner's Representative, or Architect or Engineer therein set forth.

[3]. It is further agreed that the quantities of work to be done and materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Architect, Engineer or Owner's Representative, to complete the work fully as planned and contemplated. Adjustment for changes in work will be in accordance with the JOC Execution Guide and other related documents.

[4]. Proposal amounts shall be shown in both words and figures. In case of discrepancies the amount shown in words shall govern.

[5]. The Proposer acknowledges Ark. Code Ann. § 22-9-212 and intends to identify job specific costs for Trenching Safety Systems for each individual Job Order in accordance with the Job Order Contracting Execution Guide.

[6]. The undersigned, in compliance with the Contract Documents for the construction of the above named project, does hereby declare:

- a. That the undersigned understands that the Owner reserves the right to reject any and all proposals and to waive any formality.
- b. That if awarded the Contract, the undersigned will enter into an Agreement, on a form identical to the form included in the Contract Documents and execute required performance and payment bonds within 10 days after receipt of the Intent to Award each Job Order, and after receiving a

specific Notice To Proceed for a specific Job Order will commence work within time periods set forth in Section 00310, and will complete the Contract fully within the time for completion as indicated. Should the undersigned fail to fully complete the work within the above stated time, he shall pay the Owner as fixed, agreed and liquidated damages, and not as a penalty, the sum set forth in each Job Order for each calendar day of delay until the work is completed or accepted.

- c. That this proposal may not be withdrawn for a period of 60 days after the proposal opening.
- d. The undersigned agrees to pay all prevailing hourly wage rates required by Arkansas State Law and to pay all prevailing hourly wage rates mandated by the Davis-Bacon Wage Rates and any other applicable federal regulations.
- e. The Contractor will be selected to provide Job Order Contracting "on call services" for a period of one year, with the option for the Owner to extend the contract for up to three (3) additional contract periods.
- f. Payment made for work performed will be based upon the method described in paragraph [9], hereinafter.

[7]. The following documents are attached to and made a condition of this Proposal.

- a. Contractor's Statement of Qualifications and Work Plan. **Proposers: Please note the very important significance of providing a thorough response to this part of the Request for Proposals.**
 - 1) Best Value Proposal Evaluation - Contractor Capabilities (respond to evaluation form attached at back of this section).
 - 2) Best Value Proposal Evaluation - Work Plan (respond to evaluation form attached at back of this section).

[8]. The undersigned acknowledges receipt of and inclusion as a part of the Contract Documents the following addenda:

No. _____ Dated _____

No. _____ Dated _____

No. _____ Dated _____

[9]. I/We the undersigned, having read the JOC Execution Guide General Conditions and Supplementary Conditions for the University of Arkansas System, Invitation to Propose, Instructions to Proposers, and all other sections of this Program Specifications Manual, hereby propose to furnish all labor, materials, equipment and everything else necessary to complete projects in accordance with the conditions contained herein.

Each Job Order Contract shall be based upon a single coefficient, unit price, indefinite-quantity, firm fixed price, contract to perform for the University of Arkansas Facilities Management Department. THE FOLLOWING MULTIPLIER IS TO BE USED WHEN PRICING WORK USING THE UNIT PRICE BOOK (UPB) METHOD (CURRENT ISSUE OF RS MEANS FACILITIES CONSTRUCTION COST DATA) AND/OR APPLIED TO SUBCONTRACTS.

Coefficient (in words) _____ (in Figures) _____ shall be a multiplier applied to the "Total Incl. O&P" cost column in the Unit Price Book and not the "Bare Total" column. The "Total Incl. O&P" shall be adjusted for the City of Fayetteville's "Total weighted average" and not the national average value listed in the UPB. Coefficient shall be carried to two (2) decimal places only. There is no provision for escalation of labor rates from those included in the UPB pricing. Therefore, the Proposer should consider the difference in actual and allowable labor rates when determining his own coefficient to be applied to the UPB pricing.

The performance and payment bonds, when required by this manual or the laws of Arkansas will be submitted with the executed contract if the proposal is accepted. The undersigned certifies that the bid coefficient contained in this proposal has been carefully checked and is submitted as correct and final. The undersigned agrees that he will not withdraw this proposal for a period of 60 calendar days

Respectfully Submitted:

Name of Proposer (Typed or Printed)

(Address)

BY:

(Signature and Title)

Arkansas Contractor's License Number

Telephone Number Fax Number

Federal ID Number or Social Security Number

(Date)

**BEST VALUE PROPOSAL EVALUATION-Contractor Capabilities
Solicitation for Proposal**

CRITERIA

		Possible Points	Total Points Given
CONTRACTOR CAPABILITIES: (20% OF TOTAL POINTS)			
1.	<p>Project Experience: List of relevant projects with scopes of work within the last five years with commercial corporations, government, and higher education clients. [Limited to 10 pages]</p> <p>Provide three to five references. Letters of recommendation may be included. The list should provide sufficient detail to determine ability and include reference checks sheets.</p>	0-6	
2.	<p>Company history and description (Minimum 3-consecutive years): General information typically used (see verification sheets). List experience, current BondRate for project under \$1M and Experience Modification Rate (EMR). Discuss approach to client service, details on recent or future organizational changes that may impact this contract. Discuss intent to self-perform work. Discuss company's approach to diversity and inclusion commitment to support small and disadvantaged businesses. [Limited to 10 pages]</p>	0-6	
3.	<p>Project personnel qualifications: List of key people to be used on a UA JOC team, including resumes and an organizational chart.</p> <p>The organizational chart and resumes should support the level of service required and team member experience with similar projects. Individual credentials for UA JOC team members as well as Company certifications and licensure, including an Arkansas General Contractors License (Mandatory.)</p>	0-8	
<p>Total Contractor Capability Points (A) (transcribe total to page 00410-5) Reference information provided on Contractor's Qualification Statement Form</p>		0-20	

**BEST VALUE PROPOSAL EVALUATION – Work Plan
Solicitation for Proposal**

CRITERIA

		Possible Points	Points Given
WORK PLAN: (20% OF TOTAL POINTS)			
1.	Work Plan: Descriptive narrative sufficiently explaining how work will be performed, identities of staff, project management software, time lines, equipment and supplies procurement and deployment, subcontract supervision, strategies, reporting, overall quality of work plan.	0-5	
2.	Services: Outline of sufficient detail as to contractor services provided in this proposal. Specifically, describe services that will be self-performed and relationships with local subcontractor market. Describe any unique services or management practices that will be of value to the University and are being offered as part of this proposal.	0-5	
3.	Procedures: Outline and discussion of quality control personnel, plan, and standards; safety plan; deficiency and punch list procedures, emergency procedures, and contingency plans for working around our ongoing educational operations (night, weekend, and intermittent scheduling). Discussion of the Contractors safety program is mandatory.	0-5	
4.	Reporting and documentation: Examples of project management reports or software, close-out documents, as built procedures, etc. Discuss progress reporting that will aid the owner with tracking project status.	0-5	
Total Work Plan Points (B)		0-20	
Total Contractor Capability Points (transcribed from sheet 00410-4) (A)		0-20	
Cost Coefficient (60% of total points) (C)		0-60	
(Low bid coefficient/this bid coefficient) x total maximum points for cost = points			
GRAND TOTAL WORKSHEET POINTS (A+B+C) =D (D)		0-100	

END OF PROPOSAL FORM

**AGREEMENT FORM
SECTION 00520**

THIS AGREEMENT entered into this day _____ and between _____
Attn: _____, hereinafter referred to as the Contractor, and the Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas at Fayetteville Campus hereinafter referred to as Owner,

WITNESSETH:

1. That for and in consideration of the payment by the Owner in an amount set forth in each Job Order, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct that certain project in Washington County, as designated:

Job Name _____ **for the amount of \$** _____, scope of work described in the attached Fill with Contractor Name _____ proposal letter dated _____.

Project Name: 2022 University of Arkansas, Job Order Contracting Coefficient Amount: _____
The scope of work referenced in this Agreement form 00520 includes all terms, conditions and provisions set forth in the Program Specifications for Job Order Contracting 2022 and the bid documents submitted to and received by University on April 19, 2022.

Scope of work: See individual task order to follow more specifically described in and incorporated herein by reference. Contract Documents include the following: the Agreement Form (this instrument); the JOC Proposal Form, Performance and Payment Bond (if applicable) General and Supplementary Conditions (if applicable); drawings and specifications (if applicable), Governor's Grant Disclosure Form, and Insurance. All construction shall be in exact accord with the Contract Documents filed with the University of Arkansas Procurement Department located in Fayetteville, Arkansas on _____. The Owner shall have direct contract supervision. Said construction shall be to the satisfaction of the Owner and the Design Professional, and in accordance with the laws of the State of Arkansas, and the work shall be subject to inspection and approval at all times by the Owner, the Design Professional, appropriate state and federal agencies.

2. Owner may at any time during the progress of the work alter, change, subtract from, or add to said Contract Documents without violating this Agreement or the terms thereof. Said changes, alterations, subtractions, or additions shall be set forth in writing in a document referred to as a "Change Order." Said document shall not be effective unless approved by the Owner, and the Design Professional. Once effective, the Change Order shall be attached hereto and incorporated herein by reference and shall be made a condition or term of the Contract Documents.

3. The Contractor agrees, for the consideration set forth in the Proposal Form, to begin work within 7 calendar days after a Notice to Proceed is issued, unless other arrangements are made with the owner in advance, and to complete the work within the number of consecutive calendar days of the start date established by each Notice To Proceed. If the Contractor fails to complete the work within the time limit herein specified, he shall pay to the Owner, as liquidated damages and not in the nature of a penalty, the sum specified in the Proposal Form for each calendar day delayed, it being understood and agreed between the parties hereto that the said sum fixed as liquidated damages is a reasonable sum, considering the damages that Owner will sustain in the event of any such delay, and said amount is herein agreed upon and fixed as liquidated damages because of difficulty of ascertaining the exact amount of damages that may be sustained by such delay. The said sum shall be deducted from the final amount of estimate due the Contractor.

4. Should Contractor be delayed in the execution or completion of the work by the act, neglect or default of the Owner, or by any damage by fire, weather conditions or other casualty or event for which the contractor is not responsible, or by general strikes or lockouts caused by acts of employees, then any extended period shall be determined and fixed by the Owner. Said extended period shall be the time for a period equivalent to the time lost by reason of any or all of the causes aforesaid, but no such allowance shall be made unless a claim therefore is presented in writing to the Owner within seven calendar days of the occurrence of the event causing the delay.

5. It is mutually agreed between the parties that in the performance of this contract, Contractor is acting independently and in no sense as Agent of the State or the Owner. Contractor shall not let, assign, or transfer this contract or any interest therein, without the written consent of the Owner.

6. It is agreed and understood between the parties hereto that the Contractor shall accept, and the Owner will pay for, the work, at the prices stipulated in the Contract Documents, such payment to be in the form of legal tender, and the payment shall be made at the time and in the manner set forth in the Contract Documents.

7. Any laborer or mechanic employed by the Contractor or any Subcontractors for this project, directly on site for the work covered by the Contract Documents, shall be paid a rate of wages required by the Contract Documents. If the Owner discovers that wages less than the rate of wages specified by the Contract Documents have been or are being paid, then the Owner, after giving written notice to the Contractor, will terminate the Contractor's right to proceed with the project work or such part of the work as to which there has been a failure to pay the required wages and to prosecute the work to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for any excess costs occasioned thereby.

8. Contractor shall promptly repair, at his own expense and to the satisfaction of the Owner damage done by him or his employees or agents at the work site, or to the public property or buildings, or both, and will save the Owner harmless from all claims of any person for injury to person or to property occasioned by his act, or the acts of his employees or agents, while in the execution of the work specified.

9. The Owner may terminate this agreement to the extent Owner's funds are no longer available for expenditures under this agreement.

10. Failure to make any disclosure required by Governor's Executive order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the Agency.

a) The contractor shall prior to entering any agreement with any subcontractor, for which the total consideration is greater than \$25,000, require the subcontractor to complete a Contract and Grant Disclosure and Certification Form. The contractor shall ensure that any agreement, current or future between the contractor and a subcontractor for which the total consideration is greater than \$25,000 shall contain the following:

b) "Failure to make any disclosure required by Governor Executive Order 98-04, or any violation of any rule, regulation or adopted pursuant to that Order, shall be a material breach of the term of this subcontract. The party who fails to make the required disclosure or who violates the rule, regulation, or policy shall be subject to all legal remedies available to the contractor."

c) The Contractor shall, within ten days of entering into any agreement with a subcontractor, transmit to the Fayetteville Campus Procurement Office, a copy of the Contract and Grant Disclosure and Certification Form completed and signed by the subcontractor and a statement containing the dollar amount of the subcontractor.

d) The terms and conditions regarding the failure to disclose and conditions which constitutes material breach of contract and rights of termination and remedies under the Executive Order 98-04 are hereby incorporated within.

11. Nothing in this Contract shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof, including Owner.

Executed by the parties who individually represent that each have the authority to enter into this Contract.

CONTRACTOR

BY: _____

TITLE: _____

ADDRESS: _____

DATE: _____

NAME: _____

Printed and Signature

WITNESS:

Affix Corporate Seal (if any)

Address:

The Board of Trustees of the University of Arkansas acting for and on behalf of the University of Arkansas, Fayetteville

BY:

Ann Bordelon
Vice Chancellor for Finance and Administration

DATE: _____

END OF DOCUMENT

CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM

Failure to complete all of the following information may result in a delay in obtaining a contract, lease, purchase agreement, or grant award with any Arkansas State Agency.

SUBCONTRACTOR: Yes No SUBCONTRACTOR NAME: _____

TAXPAYER ID NAME: _____ IS THIS FOR: Goods? Services? Both?

YOUR LAST NAME: _____ FIRST NAME: _____ M.I.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____ COUNTRY: _____

AS A CONDITION OF OBTAINING, EXTENDING, AMENDING, OR RENEWING A CONTRACT, LEASE, PURCHASE AGREEMENT, OR GRANT AWARD WITH ANY ARKANSAS STATE AGENCY, THE FOLLOWING INFORMATION MUST BE DISCLOSED:

FOR INDIVIDUALS *

Indicate below if: you, your spouse or the brother, sister, parent, or child of you or your spouse *is* a current or former: member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee:

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/ commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and how are they related to you? <small>[i.e., Jane Q. Public, spouse, John Q. Public, Jr., child, etc.]</small>	
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Relation
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>					
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>					
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>					
State Employee	<input type="checkbox"/>	<input type="checkbox"/>					

None of the above applies

FOR AN ENTITY (BUSINESS) *

Indicate below if any of the following persons, current or former, hold any position of control or hold any ownership interest of 10% or greater in the entity: member of the General Assembly, Constitutional Officer, State Board or Commission Member, State Employee, or the spouse, brother, sister, parent, or child of a member of the General Assembly, Constitutional Officer, State Board or Commission Member, or State Employee. Position of control means the power to direct the purchasing policies or influence the management of the entity.

Position Held	Mark (√)		Name of Position of Job Held <small>[senator, representative, name of board/commission, data entry, etc.]</small>	For How Long?		What is the person(s) name and what is his/her % of ownership interest and/or what is his/her position of control?		
	Current	Former		From MM/YY	To MM/YY	Person's Name(s)	Ownership Interest (%)	Position of Control
General Assembly	<input type="checkbox"/>	<input type="checkbox"/>						
Constitutional Officer	<input type="checkbox"/>	<input type="checkbox"/>						
State Board or Commission Member	<input type="checkbox"/>	<input type="checkbox"/>						
State Employee	<input type="checkbox"/>	<input type="checkbox"/>						

None of the above applies

Contract and Grant Disclosure and Certification Form

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

As an additional condition of obtaining, extending, amending, or renewing a contract with a state agency I agree as follows:

1. Prior to entering into any agreement with any subcontractor, prior or subsequent to the contract date, I will require the subcontractor to complete a **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM**. Subcontractor shall mean any person or entity with whom I enter an agreement whereby I assign or otherwise delegate to the person or entity, for consideration, all, or any part, of the performance required of me under the terms of my contract with the state agency.

2. I will include the following language as a part of any agreement with a subcontractor:

Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that Order, shall be a material breach of the terms of this subcontract. The party who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the contractor.

3. No later than ten (10) days after entering into any agreement with a subcontractor, whether prior or subsequent to the contract date, I will mail a copy of the **CONTRACT AND GRANT DISCLOSURE AND CERTIFICATION FORM** completed by the subcontractor and a statement containing the dollar amount of the subcontract to the state agency.

I certify under penalty of perjury, to the best of my knowledge and belief, all of the above information is true and correct and that I agree to the subcontractor disclosure conditions stated herein.

Signature _____ Title _____ Date _____

Vendor Contact Person _____ Title _____ Phone No. _____

Agency use only

Agency Number _____ Agency Name _____ Agency Contact Person _____ Contact Phone No. _____ Contract or Grant No. _____

Reset Form

Print Form

SECTION 00700 - GENERAL CONDITIONS

ARTICLE 1 -- GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 Bidders: Wherever the terms "Bidders" or "Bids" is utilized, it shall be changed to mean "Proposers" or "Proposals", as appropriate.

1.1.2 Contract Documents: Contract Documents consist of Agreement; Invitation to Bid; Instruction to Bidders; the Bid Form; the Bid and the Performance and Payment bonds; General and Supplementary Conditions; Specifications; Drawings; Addenda issued prior to execution of the Contract; all Owner approved Change Orders; other documents listed or referred to in the Agreement; and modifications issued after execution of the Contract and signed by Contractor and Owner.

1.1.3 Contract: The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.4 Work: The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

1.1.5 Project: The total capital improvement project described in the Contract Documents.

1.1.6 Drawings: Graphic and textual portions of the Contract Documents showing the design, location, and dimensions and size of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

1.1.7 Specifications: The specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

1.1.8 Initial Decision Maker: The person identified in the Agreement to render initial decisions on Claims. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

1.1.9 Project Manual: Volume, which may include the bidding requirements, forms, contracting requirements, and the Specifications.

1.1.10 Owner: The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative. Specifically note that the "Owner" is not necessarily the same as the "End User".

1.1.11 Construction Coordinator: The "Construction Coordinator" is the U of A Facilities Management employee who has been appointed to routinely represent the Owner's interest on a day-to-day basis.

1.1.12 Contractor: The person or entity identified as such in the Contract Agreement, referred to throughout the Contract Documents as singular in number. The term Contractor means the Contractor or the Contractor-authorized representative.

1.1.13 Design Professional (Architect/Engineer/Consultant): The person or entity identified as such in the Agreement, lawfully licensed to practice architecture or engineering or another field of expertise and under contract to Owner to provide design service, advice, and consultation, referred to throughout the Contract Documents as if singular in number. The term Design Professional means the Architect/Engineer/Consultant or the authorized representative.

1.1.14 End User: That subdivision of the University of Arkansas on whose "site" the work is being accomplished and who will directly benefit from the work being completed.

1.1.15 Subcontractor: Any person, firm, or corporation with a direct contract with the Contractor who acts for or in behalf of the Contractor in executing a portion of the Work. The term subcontractor is referred to as singular in number and means the subcontractor or the subcontractor-authorized representative.

1.1.16 Inspector: A duly authorized representative of the Owner, and Design Professional, designated for detailed inspection of materials, construction, workmanship, and methods of construction.

1.1.17 Site: The particular location of that part of the project being considered.

1.2 INTENT

1.2.1 The intent of the Contract Documents is to set forth the standards of construction, the quality of materials and equipment, the guarantees that are to be met, and to include items necessary for proper execution and completion of the Work. The Contract Documents are complementary and what is required by one will be as binding as if required by all. Performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable as necessary to produce indicated results.

1.2.2 Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawings will not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

1.2.3 Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in the Contract Documents include those which are specifically defined, the titles to numbered sections and articles, identified references to paragraphs, and the titles of other published documents.

1.4 INTERPRETATION

1.4.1 Whenever in these Contract Documents the words "as ordered", "as directed", "as required", "as permitted", "as allowed", or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission, or allowance of the Owner and Design Professional is intended.

1.4.2 Whenever in these Contract Documents the word "product" is used, it shall be understood that the materials, systems, and equipment will be included.

1.4.3 Whenever in these Contract Documents the word "provide" is used, it shall be understood that it means to "furnish and install".

1.4.4 The Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an", but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

ARTICLE 2 -- OWNER

2.1 LAND

2.1.1 The Owner will provide the lands shown on the Drawings upon which the Work shall be performed. The Owner will provide a right-of-way for access to the project site.

2.1.2 The Owner will provide base lines for the location of the principle component parts of the Work with a suitable number of bench marks adjacent to the Work.

2.2 RIGHT OF ENTRY BY OWNER

2.2.1 The Owner and his authorized representative will have the right to enter the property or location on which the Work shall be constructed. The Owner further reserves the right to construct or have his authorized agents construct such work as the Owner will desire, so long as these operations do not interfere with or delay the work being constructed under this Contract.

2.3 OWNER'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

2.4 OWNER'S RIGHT TO STOP THE WORK

2.4.1 If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3

ARTICLE 3 -- CONTRACTOR

3.1 GENERAL

3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed by the State of Arkansas. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

3.1.3 The Contractor shall furnish labor, materials, equipment, and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on Drawings and described in Specifications and all incidental work considered necessary to complete the project in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner. Drawings and Specifications shall be interpreted by the Design Professional or the Owner if no Design Professional exists for the project.

3.1.4 The Contractor shall cooperate with the Owner, Design Professional, inspectors, and with other contractors on the Project. Contractor shall allow inspectors acting in an official capacity, to have access to the project site.

3.1.5 The Contractor shall determine that the final and completed work on the project is in accordance with the Contract Documents. The failure of the Design Professional to find or correct errors or omissions in the use of materials or work methods during the progress of the work shall not relieve the Contractor from his responsibility to correct all the defects in the project.

3.1.6 The Contractor shall assist in making final inspections and shall furnish such labor and equipment as may be required for the final tests of equipment, piping, and structures.

3.2 REVIEW OF FIELD CONDITIONS

3.2.1 Before ordering material or doing Work, the Contractor shall verify all measurements involved and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of difference between actual dimensions and the measurements indicated on Drawings; differences which may be found, shall be submitted to Design Professional for consideration before proceeding with the Work.

3.2.2 Drawings may show the location or existence of certain exposed and buried utilities as well as existing surface and subsurface structures. In the event subsurface or latent physical conditions are found materially different from those indicated in the Job Order, and differing materially from those ordinarily encountered in the project area and generally recognized as inhering in the character of work covered in these Contract Documents, the Contractor shall promptly, and before such conditions are disturbed, notify the Construction Coordinator and design professional in writing of such changed conditions.

3.2.3 Existing utilities in the vicinity of the project may include overhead and underground electric and telephone lines; fiber optic cable, underground water, sanitary sewer systems and gas where located. The Contractor shall pay extra attention while working on and around the locations of utilities. The Contractor shall contact Arkansas One-Call prior performing any work below ground or any excavation. No compensation will be paid to the Contractor, due to costs associated with damages to utilities if the contractor fails to contact Arkansas One-Call take measures to locate existing utilities. The Design Professional and Owner will cooperate with the Contractor and utility firms where possible, to reasonably avoid existing utilities.

3.3 REVIEW OF CONTRACT DOCUMENTS

3.3.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

3.3.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract

Documents.

3.3.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

3.3.4 In the event of conflict among the Contract Documents, interpretations will be based on the following order of precedence, stated highest to lowest:

- a. The Agreement
- b. This Division Zero (0) shall control in the event of conflict between this Division Zero (0) and other Divisions 1 through 16
- c. Addenda to Drawings and Specifications with those of later date having precedence.
- d. Drawings and Specifications

3.3.5 Discrepancies found between the Drawings and Specifications and actual site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Design Professional or in the case where a Design Professional is not on the Project, the Owner shall be notified, who shall address such error or omission in writing. Work done by the Contractor after discovery of such discrepancies, errors, or omissions shall be at the Contractor's risk and expense.

3.4 REQUEST FOR SUPPLEMENTARY INFORMATION

3.4.1 The Contractor shall make timely requests of the Owner or Design Professional for additional information required for the planning and production of the Work. Such requests shall be submitted as required, but shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay. Contractor understands and agrees that it is Contractor's duty to determine the need for, and to request said additional information in writing from the Design Professional by such date as allows Design Professional to provide the information to the Contractor by a date that will not adversely affect Contractor's ability to complete the Work by the date specified in the Contract.

3.4.2 Additional instructions may be issued by the Design Professional during the progress of the Work to clarify the Drawings and Specifications or as may be necessary to explain or illustrate changes in the Work.

3.5 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.5.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

3.5.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3.5.3 Samples are physical examples that illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.

3.5.4 The Contractor shall provide shop drawings and other submittals, settings, schedules, and other drawings as may be necessary for the prosecution of the Work in the shop and in the field as required by the Drawings, Specifications, or Design Professional instructions.

3.6 LABOR AND MATERIALS

3.6.1 Except as otherwise specifically stated in the Contract, the Contractor shall provide, but not be limited to, all materials, labor, tools, equipment, water, light, heating and cooling, power, transportation, superintendence, temporary construction of every nature, taxes legally collectible because of the work, and all other services and facilities of every nature whatsoever necessary to complete the Work in accordance with the Contract Documents in an orderly and efficient manner. The sequence of construction operations shall follow the schedule of construction as approved by the Design Professional. The Work shall not be discontinued by the Contractor without approval of the Design Professional. Should prosecution of the Work be discontinued for any reason, the Contractor shall notify the Design Professional at least twenty-four hours in advance of resuming the Work.

3.6.2 Materials and equipment furnished under this Contract will be subject to inspection by the Owner's authorized representative or by independent laboratories. Defective material, equipment, or workmanship may be rejected at any time before the acceptance of the Work even though the defective material, equipment, or workmanship may have been previously overlooked and estimated for payment. The Contractor shall replace defective equipment and material in accordance with the Contract Documents at no additional cost to the Owner.

3.6.3 The Contractor shall provide materials and supplies not subject to conditional sales agreements, or other agreement reserving unto the seller any right, title, or interest therein. All materials and supplies shall become the property of the Owner upon final acceptance of this Contract by the Owner.

3.6.4 If shop tests are to be conducted, the Contractor shall notify the Owner of such tests so a representative may witness tests, if desired.

3.6.5 The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Design Professional, and in accordance with a Change Order.

3.6.6 The Contractor and all Subcontractors shall comply with labor laws of the State of Arkansas and the various acts amendatory and supplementary thereto, and with other laws, ordinances and legal requirements applicable to the performance of the Work.

3.6.7 The work shall be performed in accordance with the Contract Documents by workers skilled and, when required, licensed in their respective trades.

3.7 WARRANTY

3.7.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.7.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner

3.7.3 The Contractor shall guarantee and warrant its work and materials, and the work and materials of its subcontractors, for a period of one year from the date of Substantial Completion of the Work. The Warranty shall be for a longer period on certain items so designated in the specifications. The foregoing one-year guarantee and warranty shall not in any way limit, restrict, or affect the liability of Contractor or its subcontractors for indemnity as provided for in the Contract Documents, nor shall it in any way shorten the period of limitation fixed by law for filing of any action against Contractor for enforcement or for breach of

any provisions of any Contract Document. Should Contractor elect to use any of the equipment in the building during construction period, Contractor shall make arrangements with the equipment supplier for any available extension of warranty of that equipment made necessary by such use.

3.8 UNAUTHORIZED WORK

3.8.1 Work done without lines and grades having been given or work done beyond the lines or not in conformity with the grades shown on the Drawings or as provided by the Owner, except as provided herein, and work completed without proper inspection and supervision or any extra or unclassified work completed without written authority and prior agreement shall be at the Contractor's risk. Such unauthorized work, at the option of the Design Professional, may not be measured and paid for and may be ordered removed at the Contractor's expense.

3.9 SUPERINTENDENCE

3.9.1 The Contractor shall supervise and direct the Work. The Contractor shall be solely responsible for construction means, methods, techniques, sequences, and procedures and for coordinating portions of the Work under the Contract.

3.9.2 The Contractor shall employ a qualified superintendent during the duration of the Project who is acceptable to the Owner and the Design Professional. The superintendent shall be maintained on the Project site and shall be present on the site at all times work is in progress. The superintendent shall be capable of reading and understanding the Drawings and Specifications and shall have full authority to act in behalf of the Contractor. All directions and instructions given to the Superintendents shall be considered as given to the Contractor and shall be as binding as if given to the Contractor.

3.9.3 Workmanship shall be performed by workmen experienced in their trade and skilled and experienced for the class of work to which assigned. Any person, including supervisory personnel, who does not show and exhibit skill and proficiency in said work shall be removed by the Contractor and replaced by a competent and experienced workman.

3.9.4 The Contractor shall, at all times, be responsible for the conduct and discipline of his employees and all Subcontractors and their employees. Disorderly, incompetent or intemperate persons, or persons who commit any crimes or trespass on public or private property in the vicinity of the Work must not be allowed to continue working upon the project which the Contractor has with the State. Any superintendent, foreman or workman employed by the Contractor or a Subcontractor who unreasonably refuses or neglects to comply with the instructions of the Owner, Design Professional, or inspector, shall, at the written request of the Owner or Design Professional, be removed from the work site and shall not be allowed to work further on any portion of the work without the approval of the Owner.

3.9.5 The Contractor shall coordinate Work by the various trades to provide uniform and symmetrical layout and spacing of the exposed components which will affect the finished design and appearance. Where spacing and related locations are not specifically shown on Drawings or where in doubt, the Contractor shall consult the Design Professional prior to installation of that part of the Work.

3.10 PERMITS, FEES, AND NOTICES

3.10.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Under Arkansas law the Owner, a state agency, is exempt from permit fees or inspections requirements of county or municipal ordinances.

3.10.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

3.10.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction

3.11 **SAMPLES AND TESTS**

3.11.1 The Contractor shall provide samples, materials, and equipment necessary or required for testing as outlined in the various sections of the JO Specifications or as directed by the Owner. The Contractor shall pay all costs for testing. Should materials, methods, or systems fail to meet specified standards, the Contractor shall pay all costs for additional testing as required by the Owner.

3.11.2 All tests shall be made by a laboratory approved by the Owner.

3.12 **LOCATION, GRADIENT, AND ALIGNMENT**

3.12.1 Based upon the site information provided by the Owner, the Contractor shall develop and make detailed surveys necessary for construction including slope stakes, batter boards, and other working points, lines and elevations.

3.12.2 The Contractor shall report any errors, inconsistencies, or omissions to the Design Professional as a request for information.

3.12.3 The Contractor shall preserve benchmarks, reference points and stakes, and in the case of destruction thereof by the Contractor, shall be responsible for damage or mistakes resulting from unnecessary loss or disturbance.

3.13 **LAND**

3.13.1 Additional land and access thereto not shown on Drawings that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor at his expense with no liability to the Owner. The Contractor shall confine his equipment and storage of materials and the operation of his workmen to those areas shown on the Drawings and described in the Specifications, and such additional areas which he may provide or secure as approved by the Owner.

3.13.2 The Contractor shall not enter upon private property for any purpose without first obtaining permission.

3.13.3 The Contractor shall be responsible for the preservation of and prevent damage or injury to all trees, monuments, and other public property along and adjacent to the street and right-of-way. The Contractor shall prevent damage to pipes, conduits and other underground structures, and shall protect from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location, and shall not remove monuments or property marks until directed.

3.14 **LIMITS OF WORK**

3.14.1 The Contractor shall conduct Work and operations so as to cause a minimum of inconvenience to the public. At any time when, in the opinion of the Owner or Design Professional, the Contractor is obstructing a larger portion of a road, street, or other public right-of-way than is necessary for the proper execution of the Work, the Design Professional may require the Contractor to finish the sections on which work is in progress before work is commenced on any new sections.

3.15 **PATENTS AND ROYALTIES**

3.15.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or

product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

3.16 CLEANING UP

3.16.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials.

3.16.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.17 INDEMNIFICATION

3.17.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.17.

3.17.2 In claims against any person or entity indemnified under this Section 3.17 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.17.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts

ARTICLE 4 -- ADMINISTRATION OF CONTRACT

4.1 DESIGN PROFESSIONAL AUTHORITY

4.1.1 The Design Professional will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Design Professional issues the final Certificate for Payment. The Design Professional will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

4.1.2 The Design Professional will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Design Professional will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Design Professional will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

4.1.3 On the basis of the site visits, the Design Professional will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction

schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Design Professional will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Professional will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

4.2 CLAIMS

4.2.1 Definition: A claim is a demand or assertion by one of the parties seeking adjustment, or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims will be initiated by written notice. The responsibility to substantiate claims shall rest with the party making the claim.

4.2.2 Claims of the Contractor or the Owner: Claims regarding the Work of the Contract shall be referred initially to the Design Professional for a decision. The Design Professional will review claims, and 1) reject in whole or in part; 2) approve the claim; 3) suggest a compromise; 4) advise the parties that the Design Professional is unable to resolve the claim.

4.2.3 Claims for Concealed or Unknown Conditions: If new and unforeseen items of work are discovered, which cannot be covered by any item or combination of items for which there is a Contract Sum, then the Contractor shall notify the Design Professional as quickly as reasonably possible and shall not continue working on the discovered new or unforeseen items without express written permission from the Design Professional. The Contractor shall complete such work and furnish such materials as may be required for the proper completion or construction of the work contemplated upon written Change Order from the Design Professional as approved by the Owner. Work shall be performed in accordance with the Contract Documents.

4.2.4 Claims for Extensions of Time: The Contractor shall provide written notice to Design Professional within ten days stating the cause of the delay and request an extension of Contract Time. The Design Professional will act on the request in writing. The extension of time shall be for a period equivalent to the time lost by reasons indicated. No extension of time shall be effective until included in a Change Order approved by the Owner and Design Professional.

4.2.5 Claims for Changes in the Work: The Contractor shall provide written notice to Design Professional within ten calendar days after the receipt of instructions from the Owner, as approved by the Design Professional, to proceed with changes in the Work and before such Work is commenced. Changes in the Work shall not be commenced before the claim for payment has been approved, except in emergencies endangering life or property. The Contractor's itemized estimate sheets showing labor and material shall be submitted to the Design Professional. The Owner's order (Change Order) for changes in the Work shall specify any extension of the Contract Time and one of the following methods of payment:

- a. Unit prices or combinations of unit prices, which formed the basis of the original Contract.
- b. A lump sum fee based on the Contractor's estimate, approved by the Design Professional and accepted by the Owner.
- c. The actual cost of the Work plus an allowance of 12 percent and 5 percent for the General Contractor and Subcontractor, respectively.

4.2.6 Claims for Additional Costs: In case of an emergency which threatens loss or injury of property or safety of life, the Contractor shall be allowed to act, without previous instructions from the Design Professional, in a diligent manner. The Contractor shall notify the Design Professional immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted, but in no case more than 7 calendar days following the event causing the emergency, to the Design Professional for consideration. The amount of reimbursement claimed by the Contractor on account

of any emergency action shall be determined in the manner provided under these General Conditions. No agreement to pay costs for additional work shall be effective until included in a Change Order approved by the Owner, Contractor and the Design Professional.

ARTICLE 5 -- SUBCONTRACTORS

5.1 Definitions

5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 Award of Subcontracts and Other Contracts for Portions of the Work

5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Design Professional of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Design Professional may notify the Contractor whether the Owner or the Design Professional (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Design Professional to provide notice within the 14-day period shall constitute notice of no reasonable objection.

5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Design Professional has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

5.2.3 If the Owner or Design Professional has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Design Professional has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Design Professional makes reasonable objection to such substitution.

5.2.5 Where any of the provisions of this Article 5 conflict with the requirements of Arkansas law, including without limitation section 22-9-204 of the Arkansas Code, Arkansas law shall govern.

ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OTHER CONTRACTS

6.1.1 The Owner reserves the right to award other contracts in connection with the Project. The Contractor shall cooperate with the other contractors with regard to the storage of materials and equipment, access to the site, and execution of their work. It shall be the Contractor's responsibility to

inspect the work of other contractors which will affect the work of this Contract and to report to the Owner irregularities which will not permit him to complete his work in a satisfactory manner or in the time allotted. Failure to so report shall constitute an acceptance of the work of other contractors.

6.2 DEPENDENCE ON OTHERS

6.2.1 If any part of the Contractor's work depends for proper execution or results upon the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the work, promptly report to the Design Professional any apparent discrepancies or defects in such other work that render it suitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acceptance of the work.

ARTICLE 7 -- CHANGES IN THE WORK

7.1 GENERAL

7.1.1 The Owner may, as the need arises, without invalidating the Contract, order changes in the work in the form of additions, deletions, or modifications. Compensation to the Contractor for additional work or to the Owner for deductions in the work and adjustments for the time of completion shall be adjusted at the time of ordering such change.

7.1.2 Additional work shall be done as ordered in writing by the Owner. The order shall state the location, character, and amount of extra work. All such work shall be executed under the conditions of the Contract, subject to the same inspections and tests.

7.1.3 The Design Professional and the Owner reserve and shall have the right to make changes in the Contract Documents and the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the proposed construction in a satisfactory manner.

7.1.4 The Contractor/Subcontractors shall pay special attention that changes in the work are to be negotiated directly between the Owner and the Contractor. Costs incurred by the contractor resulting from agreements with the End User, without coordination with the Construction Coordinator and design professional are at the Contractor's risk and may not be approved or reimbursed.

7.2 CHANGE ORDERS

7.2.1 A Change Order is a written instrument, prepared by the Design Professional and approved by the Owner stating their agreement upon the following, separately or in any combination thereof:

- a. Description and details of the work.
- b. Amount of the adjustment in the Contract Sum.
- c. Extent of the adjustment in the Contract Time.
- d. Terms and conditions of the Contract Documents.

7.2.2 Change Order requests by the Contractor shall be submitted in a complete itemized breakdown, acceptable to the Owner and the Design Professional.

7.2.2.1 Where unit prices are stated in the Contract, Contractor should submit an itemized breakdown showing each unit price and quantities of any changes in the Contract Amount. The value of all such additions and deductions shall then be computed as set forth in Paragraph 7.2.2.3.

7.2.2.2 The Contractor shall present an itemized accounting together with appropriate supporting data for the purposes of considering additions or deductions to the Contract Amount. Supporting data shall include but is not limited to the following:

- a. Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and worker or workmen's compensation insurance;
- b. Cost of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- c. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- d. Costs of premiums for all bonds and insurance, permit fees, and sales, use of similar taxes related to the Work; and
- e. Additional costs of supervision and field office personnel directly attributable to the change.

The burden of proof of cost rests upon the Contractor. Contractor agrees that Owner or Owner's Representative shall have the right, at reasonable times, to inspect and audit the books and records of Contractor to verify the propriety and granting of such cost.

7.2.2.3 Compute requests for changes be they additions or deductions as follows:

- a. For work performed by the Contract:

Net Cost of Materials	a
State Sales Tax	b
Net Placing Cost	c
Allowable Bond Premium	d
Subcontractor Overhead & Profit NTE 12%	e
TOTAL COST	(a+b+c+d+e) x JOC coefficient

- b. Credit for work deleted shall be computed as outlined in 7.2.2.3 a., except the Contractor's share of overhead and profit percentage is seven percent.
- c. For added work performed by Subcontractors: Subcontractors shall compute their work as outlined in 7.2.2.3 a. To the cost of that portion of the work (Change) that is performed by the Subcontractor, the Contractor shall add an Overhead and Profit Change of five percent plus the Allowable Bond Premium. For work deleted by a Subcontractor: Subcontractors shall compute their work as outlined in 7.2.2.3 a., except that the overhead and profit shall be seven percent and the Contractor's overhead and profit shall be five percent.

7.3 PAYMENT FOR CHANGES IN THE WORK

7.3.1 All changes in the Work will be paid for in the manner indicated in Article 4, Paragraph 4.2, and the compensation thus provided shall be accepted by the Contractor as payment in full for the use of small tools, superintendent's services, premium on bond, and all other overhead expenses incurred in the prosecution of such work.

7.3.2 The Owner shall not be deemed to have agreed to any costs for additional work, to have agreed to additional time for completion, or to have agreed to any other change in the terms and conditions of the Contract Documents until Owner, Design Professional and Contractor have executed a Change Order to this Contract.

ARTICLE 8 -- TIME

8.1 DEFINITIONS

8.1.1 Contract Time is the period of time identified in the Contract Documents for Substantial Completion of the Work, including authorized adjustments made as part of Change Orders agreed to by the Owner, the Design Professional and the Contractor.

8.1.2 Date for commencement of the Work is the fifth calendar day following the date of mailing, by regular mail, of the Notice to Proceed, unless otherwise stated in the Contract.

8.1.3 Date of Substantial Completion is the date certified by the Design Professional and the Owner.

8.2 PROGRESS

8.2.1 Time limits identified in the Contract Documents are of the essence of the Contract. The Contractor confirms that the Contract Time is a reasonable period of time for performing the Work.

8.3 HOLIDAYS

8.3.1 New Year's Day, Robert E. Lee/Dr. Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day thereafter, Christmas Eve and Christmas Day will be considered as being legal holidays; no other days will be considered unless declared by the Governor of the State of Arkansas through an Executive Order or Proclamation. No Design Professional clarifications, observations, or State inspections will be provided on legal holidays, Saturdays and Sundays, and no work shall be performed on these days except in an emergency or with written approval in advance by the Design Professional and Owner.

8.4 DELAYS

8.4.1 Delays beyond the Contractor's control occasioned by an act or omission on the part of the Owner, strikes, fires, additions to the work, delays by any separate contractor employed by the Owner, extremely abnormal weather conditions, or other delays beyond the Contractor's control may, if agreed to by Change Order by the Contractor, Owner and Design Professional entitle the Contractor to an extension of time in which to complete the work. While such delays may be just cause for an extension of the Contract Time, the Contractor shall not have a claim for damages for any such cause or delay.

8.4.2 Normal Weather Conditions are defined as those established by published historical records (NOAA) for the previous 50 years for the closest reporting station.

ARTICLE 9 -- PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contractor shall accept the compensation, as herein provided, in full payment for furnishing all materials, equipment, labor, tools, and incidentals necessary to complete the Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, from the action of the elements or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the final acceptance by the Design Professional and Owner and for all risks of every description connected with the prosecution of the Work, for all expenses incurred in consequence of the suspension or discontinuance of the Work as specified, for any infringement of patent, trademark, or copyright, and for completing the Work according to the Contract Documents. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.

9.1.2 No moneys payable under Contract or any part thereof, except the estimate for the first month or period, shall become due and payable if the Owner so elects until the Contractor shall satisfy the said Owner that he has fully settled or paid for all materials and equipment used in or on the Work and labor done in connection therewith, and the Owner, if he so elects, may pay any or all such bills wholly or in part and deduct the amount or amounts so paid from any monthly or final estimate excepting the first estimate.

9.1.3 In the event the surety on any contract or payment bond given by the Contractor becomes insolvent, or is placed in the hands of a receiver, or has the right to do business in a state revoked as provided by law, the Owner may at its election withhold payment of any estimate filed or approved by the Design Professional until the Contractor shall give a good and sufficient bond in lieu of the bond so executed by such surety. Any and all subsequent bonds shall be filed with the Circuit Clerk of the County in which the Work is being performed.

9.2 **SCHEDULE OF VALUES**

9.2.1 The Contractor shall submit to the Design Professional a schedule of values for each part of the Work. The schedule shall be a complete breakdown of labor and materials for the various parts of the Work including an allowance for profit and overhead. The total of these amounts shall equal the Contract Sum. The approved schedule of values shall be used as a basis for the monthly payments to the Contractor. In applying for the monthly payment, the Contractor shall show a detailed account of work accomplished in conformity with the schedule.

9.3 **MEASUREMENT OF QUANTITIES**

9.3.1 The Contractor shall be paid for all Work performed under the Contract based on Design Professional computations of as-built quantities and the Contractor's Contract Sum. This payment shall be full compensation for furnishing all supplies, materials, tools, equipment, transportation, and labor required to do the Work; for all loss or damage, because of the nature of the Work, from the action of the elements or from any unforeseen obstruction or difficulty which may be encountered in the prosecution of the Work and for which payment is not specifically provided for all or any part of the Work; and for well and faithfully completing the Work in accordance with the Contract Documents.

9.4 **REQUESTS FOR PAYMENT**

9.4.1 The Contractor may submit periodically, but not more often than once each month, a Request for Payment for work completed. When unit prices are specified in the Contract Documents, the Request for Payment shall be based on the quantities completed.

9.4.2 Unless otherwise provided in the Contract Documents, payments will be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site, and if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner and the Design Professional to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest including applicable insurance and transportation to the site for those materials and equipment stored off the site.

9.4.3 The Contractor shall furnish the Design Professional all reasonable facilities and job tickets required for obtaining the necessary information relative to the progress and execution of the Work and the measurement of quantities. Each Request for Payment shall be computed from the work completed on all items listed in the approved schedule of values less 10 percent of the first 50 percent of the adjusted Contract Sum and less previous payments to the Contractor on the Contract.

9.5 PERIODIC ESTIMATES FOR PAYMENT

9.5.1 Unless otherwise stated in the Specifications or Supplementary Conditions, the Owner shall cause the Design Professional to prepare an Estimate for Payment to the Contractor each month. The Design Professional will make the estimate for the materials complete in place and the amount of work performed in accordance with the Contract between the twenty-fifth day of the month and the fifth day of the succeeding month.

9.5.2 From the total of the amount estimated to be paid, an amount equal to 5 percent of the total completed shall be retained until the Contract is completed. All sums withheld by the Owner and requested in a Final Pay Request prepared by the Contractor will be paid to the Contractor within 30 days after the Contract has been completed and the work approved by the Owner and the Design Professional.

9.6 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

9.6.1 When alterations in the quantities of work not requiring Contract modifications are ordered and performed, the Contractor shall accept payment in full at the Contract Sum, for the actual quantities of work accomplished. No allowance will be made for anticipated profits. Increased or decreased work involving Contract modifications shall be paid for as stipulated in such Contract modifications.

9.7 DESIGN PROFESSIONAL'S ACTION ON A REQUEST FOR PAYMENT (See also 9.10)

9.7.1 The Owner shall cause the Design Professional to, within five working days plus time required for transmittal from one party to another, act on a Request for Payment by the Contractor in one of the following:

- a. Approve the Request for Payment as submitted by the Contractor, and transmit same to the Owner.
- b. Approve an adjusted amount as the Design Professional will decide is due the Contractor informing the Contractor in writing of the reason for the adjusted amount, and transmit same to the Owner.
- c. Withhold the Request for Payment submitted by the Contractor informing the Contractor and the Owner in writing of the reason for withholding the request.

9.8 OWNER'S ACTION ON A REQUEST FOR PAYMENT (See also 9.10)

9.8.1 The Owner will, within ten working days plus transmittal time between the various state agencies involved, act on a Request for Payment after approval by the Design Professional by one of the following:

- a. Approve the Request for Payment as approved by the Design Professional, and forward the Pay Request to the Owner's Contract Administrator in Finance for review and approval prior to submission to Owner's Accounts Payable for payment.
- b. Approve payment of an adjusted amount as the Owner will decide is due the Contractor, informing the Contractor and the Design Professional in writing of the reason for the adjusted amount of payment.
- c. Withhold the Request for Payment informing the Contractor and the Design Professional in writing of the reason for withholding the payment.

9.9 ARKANSAS STATE AGENCIES ACTION ON A REQUEST FOR PAYMENT

9.9.1 The State shall process payments in accordance with Ark. Code Ann. §19-4-1411, or as modified by subsequent law, which establishes the time limits for the Design Professional, the Owner and the Department of Finance and Administration. It also authorizes the Chief Fiscal Officer of the State to investigate any complaints of late payments and assess penalties for late payment. Complaints shall be

addressed to "Chief Fiscal Officer of the State: Department of Finance and Administration; 1509 West Seventh Street, Suite 401; Post Office Box 3278; Little Rock, AR 72203-3278.

9.10 WITHHOLDING PAYMENT

9.10.1 The Design Professional or the Owner may withhold payment for contested issues, including but not limited to, defective work on the project; evidence indicating the probable filing of claims by other parties against the Contractor related to the project; damage caused to another contractor; reasonable evidence that Work cannot be completed for the unpaid balance of the Contract Sum or within Contract Time or failure of the Contractor to make payments on materials, equipment or labor to subcontractors. It is the responsibility of the contesting party to notify the Contractor in writing that payment has been contested and the reasons why. The notification must be done within the timeframe specified for processing of payment under Ark. Code Ann. §19-4-1411.

9.11 PAYMENT FOR UNCORRECTED WORK

9.11.1 Should the Design Professional direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made to compensate the Owner for the uncorrected work. The Design Professional shall determine the amount of the equitable deduction.

9.12 PAYMENT FOR REJECTED MATERIALS AND WORK

9.12.1 The removal of rejected Work and materials and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor. The Contractor shall pay the cost of replacing the work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement with acceptable work.

9.13 DATE OF SUBSTANTIAL COMPLETION

9.13.1 A Certificate of Substantial Completion, which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to work, and insurance and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion, unless another timeframe is stated in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall not become effective until approved by the Owner and the Design Professional.

9.14 FINAL COMPLETION AND PAYMENT BY OWNER

9.14.1 The Contractor shall furnish a letter from the Design Professional attached to the Contractor's final estimate, which shall include all retainage withheld, certifying that the Design Professional has received and approved all guarantees, bonds, maintenance and operation manuals, air balance data, shop drawings, catalog data, and record documents specified in the Contract Documents.

9.14.2 Before final payment, the Contractor shall furnish to the Design Professional executed copies of the Release of Claims and Consent of the Performance and Payment Bond Surety for Final Payment. Items listed in this Section Nine (9) shall be submitted with and at the same time as the final estimate to the Design Professional and shall be promptly delivered by the Design Professional to the Owner. No final payment or release of retained amounts shall be made without complete compliance with this Section Nine (9), and approval by the Owner of the Final Pay Request, which shall include payment of all retained amounts,

9.14.3 Any claim by the Contractor to the Owner for interest on a delinquent final payment shall only be made pursuant to Ark. Code Ann. § 22-9-205.

9.15 PARTIAL OCCUPANCY OR USE

9.15.1 The Owner may occupy or use any completed or partially completed portion of the Work provided such use or occupancy is consented to by the insurer and authorized. The Contractor will prepare a list of items to be completed or corrected before partial acceptance. Upon receipt of the Contractor's list, the Design Professional will make an inspection to determine whether the Work or portion thereof is substantially complete. No portion of the work shall be considered substantially complete unless described in a Certificate of Substantial Completion Form approved by the Contractor, Owner and the Design Professional.

9.15.2 The Design Professional will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to Work and insurance, identify work items to be corrected or completed by the contractor and shall fix the time within which the Contractor shall complete the items listed therein. Warranties required by the Contract Documents shall commence on the Date of Substantial Completion, unless another timeframe is stated in the Certificate of Substantial Completion. No retained amounts shall be paid until the Contractor, Design Professional and the Owner approve a Certificate of Substantial Completion for all of the Work unless specifically provided for by this contract, and all other conditions for final acceptance of this Work are met to the satisfaction of the Owner.

9.15.3 Instances where some of the Work is "sectioned" out and substantially completed, the retained amounts shall not be paid until the final Certificate of Substantial Completion of the entire Work is approved by the Contractor, Design Professional, and the Owner and all other conditions of this Section Nine (9) are met by the Contractor.

9.16 FINAL INSPECTION

9.16.1 Tests, inspections, and approvals of portions of the Work required by the Contract Documents, laws, ordinances, or any public authority having jurisdiction shall be made at the appropriate time. The Contractor shall give the Design Professional timely notice of when and where tests and inspections shall be made so that the Design Professional may be present. The Contractor shall make arrangements for the testing and inspection with an independent testing laboratory.

9.16.2 The Contractor shall ensure that the final completed work is in accordance with the Contract Documents. Required certificates of testing and inspection shall be secured by the Contractor and delivered to the Design Professional, unless otherwise required by the Contract Documents.

9.17 ASSIGNMENT OF WARRANTIES

9.17.1 All warranties of materials and workmanship running in favor of the Contractor shall be transferred and assigned to the Owner on completion of the Work and at such time as the Contractor receives final payment.

9.17.2 In case of warranties covering work performed by subcontractors, such warranties shall be addressed to and in favor of the Owner. The Contractor shall be responsible for delivery of such warranties to the Owner prior to final acceptance of the work.

9.17.3 Delivery of guarantees or warranties shall not relieve the Contractor from any obligation assumed under any provision of the Contract. All warranties shall be for one year from the date of Substantial Completion of the Project, unless extended otherwise.

9.18 ACCEPTANCE AND FINAL PAYMENT

9.18.1 Upon receipt of written notice that the Work is ready for final inspection, the Design Professional together with the Owner will conduct such inspection and when the Design Professional determines the work is acceptable to the Design Professional and the Owner, the Design Professional shall certify his acceptance to the Owner. Final Payment shall be the Contract Sum plus approved Change Order additions

less approved Change Order deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the Work. The Owner, upon approval by the Design Professional of all documentation to be provided by the contractor in accordance with this Section 9, and approval by the Design Professional, Contractor and Owner of the Certificate of Substantial Completion will accept the Work and release the Contractor, except as to the conditions of the Performance and Maintenance Bond, any legal rights of the Owner, required guarantees and correction of faulty work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Design Professional to assemble and check the necessary data.

9.18.2 Acceptance of final payment by the Contractor shall constitute waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the final Request for Payment. Any claims for interest on delinquent payments shall be made pursuant to Ark. Code Ann. § 22-9-205.

ARTICLE 10 -- PROTECTION OF PERSONS AND PROPERTY

10.1 GENERAL

10.1.1 The Contractor shall at all times exercise precaution for the safety of employees on the Project and of the public, and shall comply with all applicable provisions of federal, state and municipal safety laws and applicable building and construction codes. The Contractor shall provide and maintain passageways, guard fences, lights, and other facilities for protection required by all applicable laws. All machinery, equipment, and other physical hazards shall be guarded in accordance with all federal, state or municipal laws or regulations.

10.1.2 The Work, from commencement to completion, and until written acceptance by the Design Professional, and the Owner or to such earlier date or dates when the Owner may take possession and control in accordance with Section Nine (9) of these General Conditions, shall be under the charge and control of the Contractor and during such period of control by the Contractor, all risks in connection therewith shall be borne by the Contractor. The Contractor shall make good and fully repair all damages to the Project by reason of the Contractor's negligence, and make good on all injuries to persons caused by any casualty or cause by reason of the Contractor's negligence. The Contractor shall adequately protect adjacent Property as provided by law and the Contract Documents. The Contractor shall hold the Owner harmless from any and all claims for injuries to persons or for damage to property during the control by the Contractor of the project or any part thereof.

10.1.3 The Contractor shall at all times so conduct the Work as to ensure the least possible obstruction to traffic, to the general public, and the residents in the vicinity of the Work, and to ensure the protection of persons and property. No road, street, or highway shall be closed to the public except with the permission of the Owner and proper governmental authority. Fire hydrants on or adjacent to the Work shall be kept accessible to firefighting equipment at all times. The local fire department shall be notified of the temporary closing of any street.

10.1.4 Safety provisions shall conform to the Federal and State Department of Labor Occupational Safety Health Act (OSHA), and all other applicable federal, state, county, and local laws, ordinances, codes, the requirements set forth herein, and any regulations that may be specified in other parts of these Contract Documents. Where any of these are in conflict, the more stringent requirements shall be followed. The Contractor's failure to thoroughly familiarize himself with the aforementioned safety provisions shall not relieve him from compliance with the obligations and penalties set forth therein.

10.1.5 The Contractor shall develop and maintain for the duration of this Contract, a safety program that will effectively incorporate and implement all required safety provisions. The Contractor shall appoint an employee who is qualified and authorized to supervise and enforce compliance with the safety program.

10.1.6 The duty of Facilities Management to conduct construction review of the Contractor's performance is not intended to include a review or approval of the adequacy of the Contractor's safety supervisors, the safety program, or any safety measures taken in, on, or near the construction site.

10.1.7 The Contractor, as part of his safety program, shall maintain at his office or other well-known place at the job site, safety equipment applicable to the work as prescribed by the governing safety authorities, all articles necessary for giving first-aid to the injured and shall establish the procedure for the immediate removal to a hospital or a doctor's care of any person who may be injured on the job site.

10.1.8 The performance of all work and all completed construction, particularly with respect to ladders, platforms, structure openings, scaffolding, shoring, lagging, machinery guards and the like, shall be in accordance with the applicable governing safety authorities.

10.1.9 During construction, the Contractor shall construct and at all times maintain satisfactory and substantial temporary chain link fencing, solid fencing, railing, barricades or steel plates, as applicable, at all openings, obstructions, or other hazards in sidewalks, floors, roofs, walkways, parking areas and driveways. All such barriers shall have adequate warning lights as necessary, or required, for safety.

10.1.10 If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the FMD. In addition, the Contractor must promptly report in writing to Facilities Management all accidents whatsoever arising out of, or in connection with, the performance of the work whether on, or adjacent to, the site, giving full details and statements of witnesses.

10.1.11 If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Coordinator, giving full details of the claim.

10.1.12 Comply with all rules and regulations of the state authorities regarding closing or restricting the use of public streets or highways. No public or private road shall be closed, except by express permission of the Owner. Conduct the work so-as-to-assure the least possible obstruction to traffic and normal commercial pursuits. Protect all obstructions within traveled roadways by installing approved signs, barricades, and lights where necessary for the safety of the public. The convenience of the general public and residents adjacent to the project, and the protection of persons and property are of prime importance and shall be provided for in an adequate and satisfactory manner.

10.1.13 When flagmen and guards are required by regulation or when deemed necessary for safety, they shall be furnished with approved orange wearing apparel and other regulation traffic control devices.

10.1.14 Traffic control procedures and devices used on all local, county, and state rights-of-way shall meet the requirements of the applicable current laws and regulations for traffic control.

10.1.15 The Contractor shall leave his night emergency telephone number or numbers with the Police Department, so that contact may be made easily at all times.

10.1.16 The Contractor shall perform all work in a fire-safe manner and shall supply and maintain on the site adequate fire-fighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable federal, local, and state fire-prevention regulations. Where these regulations do not apply, applicable parts of the National Fire Prevention Standards for Safeguarding Building Construction Operations, (NFPA No. 241) shall be followed.

10.1.17 The Contractor shall perform all work, including excavation, dewatering, and demolition operations in such a manner as to avoid damage to existing water mains, fire hydrants, sewer lines, gas mains, telephone and TV cables, power poles, lighting standards, and all other existing utilities, public or private.

10.1.18 The Contractor shall employ such means and methods as necessary to adequately protect public and private property against damage. In the event of damage to such property, the Contractor shall, at his own expense, immediately restore the property to a condition equal to its original condition and to the satisfaction of the design professional and the owner of said property.

10.1.19 The Contractor shall exercise due care to avoid damage to existing pipe and coatings, wrappings, sewers, conduit, or other existing utilities. Should the Contractor damage or displace any of the above, the Contractor shall repair same to the satisfaction of the Owner's agent and all expenses in connection therewith shall be borne solely by the Contractor.

ARTICLE 11 -- INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall secure and maintain in force during this Contract such insurance as is specified within the Contract Documents, from an insurance company authorized to write the prescribed insurance in the jurisdiction where the Project is located as will protect the Contractor, his subcontractors, and the Owner from claims for bodily injury, death, or property damage which may arise from operations under this Contract. The Contractor shall not commence work under this Contract until he has obtained all the insurance required, has filed the Certificate of Insurance with the Owner, and the certificate has been approved by the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without written notice to the Owner of intention to cancel.

11.1.2 Workman's Compensation and Employer's Liability Insurance in statutory limits shall be secured and maintained as required by the laws of the State of Arkansas. This insurance shall cover all employees who have performed any of the obligations assumed by the Contractor under these Contract Documents including Employer's Liability Insurance. This insurance shall protect the Contractor against any and all claims resulting from injuries, sickness, disease, or death to employees engaged in work under this Contract.

Comprehensive General Liability Insurance, including automobile and truck liability. Prior to blasting, the Contractor shall furnish Certificate of Insurance, which shall certify that damage caused by blasting is within the coverage of his Comprehensive General Liability Insurance to the full limits thereof. Hired and non-owned automobile insurance for automobiles and trucks shall include hired and non-owned automobile coverage.

11.1.3 Contractor's Protective Liability Insurance: The Contractor shall indemnify and save harmless the Owner from and against all losses and all suits, claims, demands, judgments, actions, and payments of every description and nature brought or recovered against him by reason of any omission or act of the Contractor, his agents, or employees in the execution of the Work or in the guarding of it. The Contractor shall secure and maintain protective liability insurance in the name of the Owner and the Contractor covering them from contingent liability under this Contract.

11.1.4 Builder's Risk and Fire Insurance: The Contractor shall procure and maintain during the life of this Contract Builder's Risk Insurance fire, lightning, extended coverage, vandalism, and property theft on the insurable portion of the Project on a 100 percent completed value basis against damage to the equipment, structures, or material. The Owner and the Contractor, as their interests may appear, shall be named as the Insured.

11.1.5 Proof of Insurance: The Contractor shall maintain the insurance coverages required by this contract throughout the term of this contract, and shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled, or materially altered except after 15 days prior written notice has been received by the Owner."

11.1.6 In no case shall insurance coverages be less than the following or any limit required by law.

11.1.6.1 Worker's Compensation:

- A. State: Statutory
- B. Applicable Federal Statutory
- C. Employer's Liability \$ 100,000.00 per Accident
\$ 500,000.00 Disease, Policy Limit
\$ 100,000.00 Disease, each Employee

11.1.6.2 Comprehensive General Liability

General Aggregate:	\$ 1,000,000.00
Completed Operations to be maintained for one year after final payment:	\$1,000,000.00
Aggregate Personal Injury	\$ 1,000,000.00 Each Occurrence
Each Occurrence Limit	\$ 1,000,000.00 Each Occurrence
Automobile Liability (including owned, non-owned, and hired vehicles)	\$ 1,000,000.00 Combined single limit
Umbrella Excess Liability	\$ 1,000,000.00
Owner's and Contractor's Protection Liability	\$ 1,000,000.00 Combined Single Limit

11.2 **BONDS**

11.2.1 Performance and Payment Bond: The Contractor shall, at the time of execution of the Contract, furnish a bond covering faithful performance of the Contract and the payment of obligations. The Performance and Payment bonds, and any amendments thereto, shall be filed with the circuit clerk office in the County Courthouse of the county where the work shall be performed. For any increases to the contract amount, scope of work, time for completion or other terms relating to the Change Order, the Contractor may be required by Owner to furnish an amendment to the Bond agreement in which the Surety has agreed to amend the Performance and Payment Bond to reflect such revisions.

ARTICLE 12 -- UNCOVERING AND CORRECTION OF WORK

12.1 **EXAMINATION OF COMPLETED WORK**

12.1.1 If any portion of the work should be covered contrary to the request of the Owner, Design Professional, or Inspector or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Owner, Design Professional, or Inspector, be uncovered for his observation and replaced at the Contractor's expense.

12.2 **DEFECTIVE WORK**

12.2.1 Defective work, whether through the use of defective materials, the result of poor workmanship, or any other cause, shall be removed within ten days after notice is given by the Owner or Design Professional. The Work and affected materials and equipment shall be removed and replaced as necessary to comply with the Contract Documents without additional cost to the Owner. The fact that the defective work may have been previously overlooked by the Design Professional shall not constitute acceptance.

12.3 **REJECTED MATERIALS**

12.3.1 Materials which do not conform to the requirements of the Contract Documents, are not equal to

samples approved by the Design Professional, or are in any way unsuited or unsatisfactory for the purpose for which intended, shall be rejected. Defective materials shall be removed within ten days after notice by the Design Professional. The materials shall be replaced with new materials as necessary to comply with the Contract Documents at no additional cost to the Owner. The fact that the defective material may have been previously overlooked by the Design Professional shall not constitute acceptance.

12.3.2 Should the Contractor fail to remove and replace rejected material within the specified ten days after written notice to do so, the Owner may remove and replace the material and deduct the cost from the Contract Sum.

12.4 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT

12.4.1 The approval of the final Contractor's Request for Payment by the Design Professional and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility to correct faulty materials or workmanship promptly after receipt of written notice from the Owner. The Owner shall give such notice of faulty materials or workmanship promptly, after discovery of the condition. If the Contractor fails to correct the defects, promptly, after receipt of written notice from Owner, the Owner may have the work corrected at the Contractor's expense.

ARTICLE 13 -- MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

13.1.1 The Contract shall be governed by the laws and regulations of the STATE OF ARKANSAS. Venue for any administrative action or judicial proceedings shall be Pulaski County, Arkansas. Nothing in these General Conditions shall be construed to waive the sovereign immunity of the STATE OF ARKANSAS or any entities thereof.

13.1.2 The Contractor shall give all notices and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the Work. The Contractor shall indemnify and save harmless the Owner against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree whether by himself or his employees.

13.1.3 The Contractor shall comply with the laws of the local, state, and federal government regarding wages and hours of labor.

13.1.4 PROTECTION OF THE ENVIRONMENT

13.1.4.1 The Contractor shall maintain all work areas within and outside the project boundaries free from environmental pollution, which would be in violation to any federal, state, or local regulations.

13.1.4.2 The Contractor shall comply in all ways with the Arkansas Department of Environmental Quality (ADEQ) Requirements for areas disturbed. This especially pertains to control of erosion/sediment from the construction areas. Use hay bales and silt fences where needed.

13.1.4.3 Trash burning will not be permitted on the construction site.

13.1.4.4 If temporary heating devices are necessary for protection of the work, such devices shall be of an approved type that will not cause pollution of the air.

13.1.4.5 The Contractor shall conduct all his work, use appropriate construction methods and equipment, all as necessary so that noise emanating from the process or any related tool or equipment will not be disturbing to adjacent residents. If necessary, this will be justification for adjusting the allowable hours of work.

13.2 WRITTEN NOTICE

13.2.1 Consider as served when delivered in person or sent by certified or registered mail to the individual, firm, or corporation or to the last business address of such known to him who serves the notice.

13.2.2 The written Notice to Proceed with the Work shall be issued by the Design Professional after the execution of the Contract by the Owner. The Contractor shall begin and prosecute the Work and uninterruptedly in a manner that will complete the Work within the time limits stated in the Contract.

13.3 TESTS AND INSPECTIONS

13.3.1 All materials and each and every part of the Work shall be subject at all times to inspection by the Owner, Design Professional, or the Inspector. The Contractor shall be held to the intent of the Contract Documents in regard to quality of materials, equipment, and workmanship, and the diligent execution of the Contract. The inspection may extend to and include plant, shop, or factory inspection of material furnished. The Contractor agrees to allow Federal or State inspectors, acting in an official capacity, to have access to the job site.

13.3.2 The Owner, Design Professional, and Inspectors shall be allowed access to all parts of the Work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection for ascertaining if the Work as performed is in accordance with the requirements and the Contract Documents.

13.3.3 Inspectors shall only have authority to suspend any work in a life-threatening situation which is being improperly done, subject to the final decision of the Owner or Design Professional. Inspectors shall have no authority to permit deviations, or to relax provisions of the Contract Documents without the written permission or instruction of the Owner and the Design Professional, or delay the Contractor by failing to work with reasonable promptness.

13.4 VERBAL AGREEMENTS

13.4.1 No verbal objection, order, claim, or notice by any of the parties involved to the other parties shall affect or modify any of the terms or obligations contained in the Contract Documents. None of the terms or provisions of the Contract Documents shall be considered waived or modified unless the waiver or modification thereof is in writing, and agreed upon by the parties in the form of a Change Order approved by the Owner, Design Professional and the Contractor and no evidence shall be introduced in any proceeding of any other waiver or modification.

13.5 NON-DISCRIMINATION AND AFFIRMATIVE ACTION

13.5.1 Contractor agrees to adhere to any and all applicable Federal and State laws, including laws pertaining to non-discrimination and affirmative action.

13.5.2 Consistent with Ark. Code Ann. § 25-17-101, the contractor agrees as follows: (a) the contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap or national origin; (b) in all solicitations or advertisements for employees, the vendor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; (c) failure of the vendor to comply with the statute, the rules and regulations promulgated thereunder and this non-discrimination clause shall be deemed a breach of contract and this contract may be canceled, terminated or suspended in whole or in part; (d) the vendor will include the provisions of items (a) through (c) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

13.5.3 The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

13.5.4 This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

13.5.5 This contractor and subcontractor certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

13.5.6 The contractor agrees to the requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, prohibiting discrimination on the basis of race, color, religion, national origin, sex, disability, or age, if applicable

ARTICLE 14 -- TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 SUSPENSION OF WORK

14.1.1 The work or any portion thereof may be suspended at any time by the Owner provided that the Owner gives the Contractor written notice of the suspension. The notice shall set forth the date on which the work is to be suspended and the date on which the work is to be resumed. The Contractor shall resume the work upon written notice from the Owner within ten days after the date set forth in the notice of suspension.

14.1.2 The Owner will have the authority to suspend the work, wholly or in part, for such period of time as deemed necessary. The suspension may be due to unsuitable weather, or such other conditions as are considered unfavorable for the proper prosecution of the work, or the failure on the part of the Contractor to fulfill the provisions of the Contract. Failure to supply material, equipment, or workmanship meeting the requirements of the Contract Documents shall be just cause for suspension of the Work. The Contractor shall not have the right to suspend operations without the Design Professional or Owner's permission.

14.2 TERMINATION BY OWNER FOR CAUSE

14.2.1 The Owner will have the right to terminate the Contract upon giving ten days written notice of the termination to the Contractor and the Contractor's surety, in the event of any default by the Contractor and upon written notice from the Design Professional to the Owner that sufficient cause exists to justify such action. In the event of termination of the Contract, the Owner may take possession of the Work and of all materials, tools, and equipment and construction equipment and machinery thereon and may finish the work by whatever method he may select. If the Owner does not elect to use his own forces, the surety shall furnish a competent licensed contractor within 10 working days from the written notice to the surety.

14.2.2 It shall be considered a default by the Contractor whenever he shall become insolvent; declare bankruptcy assigns assets for the benefit of his creditors; fails to provide qualified superintendence, proper materials, competent subcontractors, competent workmen; fails to make prompt payments for labor, materials, or equipment; disregards or violates provisions of the Contract Documents; disregards the Owner's or the Design Professional's instructions; fails to prosecute the Work according to the approved schedule of completion, including extensions thereof as provided for by approved Change Orders; and fails to start the Work on the date established in the Notice to Proceed.

ARTICLE 15 CLAIMS AND DISPUTES

15.1 Claims

15.1.1 Definition: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

15.1.2 Time Limits on Claims: The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

15.1.3 Notice of Claims

15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

15.1.4 Continuing Contract Performance

15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

15.1.5 Claims for Additional Cost

15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

15.1.6 Claims for Additional Time

15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period

of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

15.1.7 Waiver of Claims for Consequential Damages

15.1.7.1 The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

15.1.7.1.1 Damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

15.1.7.1.2 Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

15.1.8 This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

15.2 Initial Decision

15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Director of Engineering and Construction will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

15.2.5 Upon written request from either party, the Initial Decision Maker will convene a meeting among the Owner's Project Representative, Construction Coordinator, Architect and the Contractor. After reviewing the facts presented, the Initial Decision Maker will issue a written opinion to the Contractor

regarding the Claim. If the Contractor is not in agreement with the opinion of the Initial Decision Maker, the Associate Vice Chancellor for Facilities (the “Final Decision Maker”) will convene a meeting with the Initial Decision Maker, the Owner’s Project Representative, the Architect and the Contractor. The Contractor is encouraged to have a representative of its senior management present at this meeting. After reviewing the facts, the Final Decision Maker, or his/her designee, will issue a written opinion to the Contractor, the Initial Decision Maker, and the Owner's Construction Coordinator regarding the Claim.

15.2.6 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor’s default, the Owner may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

15.2.7 If a Claim relates to or is the subject of a mechanic’s lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

15.3 Mediation

15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation.

15.3.2 If the parties do not resolve a Claim through the initial decision process described in the foregoing sections, then as a condition precedent to litigation or a claim in the Arkansas Claims Commission the parties shall in good faith participate in private, non-binding facilitative mediation seeking a just and equitable solution satisfactory to all parties. A request for mediation shall be in writing and shall be directed to the other party within seven (7) business days following receipt of the opinion of the Final Decision Maker concerning the Claim. The parties shall in good faith obtain the services of a mediator with experience in mediating disputes, preferable with experience mediating construction related disputes. The parties will provide to the mediator and all other parties copies of the essential documentation relevant to the support or defense of the matter being mediated. Mediation shall commence within ten (10) business days following the selection of the mediator unless such period is extended by mutual agreement of the parties. The parties shall not be required to engage in mediation for a period greater than three (3) business days commencing with the first meeting with the mediator. The parties shall share equally in the administrative costs and fees of such proceedings but each shall be responsible for their expenses otherwise incurred. In no event shall commencement of mediation permit the Contractor to delay or withhold performance of the Work during the mediation proceedings. Any Claim of the Contractor subject to, but not resolved by mediation, shall be filed with the Arkansas Claims Commission.

15.3.3 Owner does not, by entering in the Contract or by participating in mediation of any Claims, waive its sovereign immunity.

ARTICLE 16 – ADDITIONAL REQUIREMENTS

16.1 There will be limited parking at the site. All other parking will be off-site. Parking within the construction site will be controlled by the contractor. Parking outside the site will be limited and controlled by Transit and Parking. All construction vehicles parked on campus outside the site must display a current University parking permit. Those can be purchased from the Transit and Parking Department, 155 Razorback Road, ASDB 131, Fayetteville, Arkansas 72701, phone 479-575-PARK, e-mail: parking@uark.edu, web site: “www.uark.edu/parking” . Visitor parking permits authorize parking in lots designated as Faculty/Staff (yellow), On Campus (red) and Off Campus (green). They DO NOT authorize parking in lots or spaces designated as Reserved or Resident Reserved (blue), 24 Hour Reserved, Handicap or at parking meters without paying the meter fee.

16.2 Observance of Pedestrian Crosswalks MUST be strictly enforced with all personnel.

- 16.3 Owner will require 24 hr. advance notice for any required on-site inspections.
- 16.4 Architect and Owner's personnel will be allowed access to the jobsite during construction.
- 16.5 Weekly progress meetings will be held at the jobsite, or at the Physical Plant Conference Room when appropriate.
- 16.6 Do not proceed with any change without written authorization from the Owner's representative.
- 16.7 Verify all utility locations (Arkansas One-Call: 1-800-482-8998), and coordinate any proposed outages in advance, with the Owner.
- 16.8 Provide documented requests for time extensions on a monthly basis, with payment requests.
- 16.9 Coordinate location of project fence with Owner (if applicable).
- 16.10 Protect all trees with fencing placed at drip-line.
- 16.11 The Owner shall furnish the Contractor construction utilities (if applicable).
- 16.12 Appropriate safety procedures will be enforced by the Owner. Hardhats will be used (extras for visitors), and signage will be posted, as required. All welding and cutting is to be performed behind appropriate vision screening. Whenever appropriate, all MSDS information must be on-site prior to arrival of related materials. ACM/PCB/Lead processes. The site will be kept in a clean, orderly state.
- 16.13 Appropriate security measures are to be observed. University keys will be issued in accordance with the Contractor Key Policy which is provided at Appendix 2 of this document.
- 16.14 Harassment of students, faculty, or staff by contractors or subcontractors' personnel will NOT be tolerated. Any verified infraction will be cause for immediate dismissal of the individual(s), and they are to immediately leave UA property.
- 16.15 Payment requests for material stored off-site will be approved if the material is stored in a controlled warehouse, insured, inventoried, and verified by the design professional or Construction Coordinator. Payment for material stored off site must be approved in advance.
- 16.16 A complete list of contractors, with after-hours contact information, must be submitted.
- 16.17 Have hardware supplier review shop drawing requirements for lock systems. Contact the Owner if there are any questions about locks or keying schedule. Keying schedule is to be coordinated with Facilities Management.
- 16.18 Any site testing (concrete, soil) will be coordinated with the Owner.
- 16.19 Whenever potable water lines are constructed, they shall be pressure-tested and disinfected per AWWA Standards prior to acceptance/use. The chlorinated water used for disinfecting the water lines **MUST** be de-chlorinated and directed to a municipal sewer manhole instead of "flushing" the chlorinated water onto the ground/paved surface. Advanced notification and approval must be exercised among the Contractor, the City of Fayetteville and the Owner regarding the satisfactory manner for disposing of super-chlorinated water used for disinfection purposes.

End of Section 00700

APPENDIX 2

CONTRACTOR KEY PROCESS As Of 17 Sep 2019

Applies to project types:

Low Bid, Alt Delivery, JOC Task Orders, and IDIQ Task Orders when contracted directly with FAMA.

- Whenever practical, construction cores shall be used for contractor-controlled construction areas.
- The project's Key Authorization form shall be attached to the initial Letter of Intent (LOI) for the project and filled out by the construction coordinator authorizing issuance of the keys anticipated for the project.
 - o NOTE: The Key Authorization form shall be attached to the LOI whether or not any keys are expected to be issued for the work and the contractor must return the form, signed by the key office, with the final pay application even if no keys were issued.
- The contractor is not required to check out all the keys on the form if they are not required. Additional keys may be added to the form throughout the project if the need arises.
- At the contractor's convenience, they will go to the key office to complete the key signoff process and be issued required keys. Restricted keys require Director approval prior to release.
- Restricted keys include roofs, high voltage, tunnels, and elevators.
- The contractor shall initial and date the Key Authorization form when the keys are received and provide a copy to the coordinator.
- The required return date of all keys issued for the contract is NLT 60 days after the project substantial completion date, unless an extension is approved by the coordinator, or whenever final payment is requested, whichever is sooner.
- In no case shall keys be issued for longer than 1 year without verifying accountability, in person, to confirm the contractor still maintains possession of the key(s).
- The Key Authorization form does not need to be updated until completion of the project, however, the contractor must renew the keys after 1 year with the key office.
- It is solely the contractor's responsibility, not the coordinator and not the key office's, to track the required renewal dates, and renew the keys after 1 year. Key's renewed more than 30 days late (whether at annual renewal or upon project completion) will incur a flat \$125 fee per key for each 30 days they are late. For example: 28 days late: No Fee. 45 days late: \$125 per key. 75 days late: \$250 per key.
- Any employee of the general contractor may renew the keys with identification.
- Lost keys will incur the charge established at key checkout and determined by the key office.

Charges for lost keys vary depending on the type of key.
- No deposit shall be charged for checking out a key. However, sufficient retainage shall be held and final payment shall not be released until the project's Key Authorization form is signed off by the key office and any required fees for late or lost keys have been paid.
- Should the contractor fail to pay the required fees, they shall be deducted from the project's final pay application.
- Keys shall only be issued to employees of the general contractor. It is the general contractor's responsibility to maintain accountability and key control if they choose to issue keys to any subcontractor. Subcontractors may NOT directly check out keys.

As of 17 Sep

Multi-Year, renewable contracts such as JOC's or IDIQ's

- Keys issued to project/program managers for job order contractors and/or IDIQ contractors that are required for the life of the contract. Examples may include UT2 or UTP keys. This does not include restricted keys. Restricted keys may only be issued for a specific job.
- These keys shall be issued against the contract, not a specific task order.
- The key authorization form shall be signed off by the key office and returned with the contractor's annual renewal letter.
- In no case shall keys be issued for longer than 1 year without verifying accountability in person that the contractor still maintains possession of the key(s).
- The contract shall not be officially renewed and no new task orders assigned until all keys issued against the contract are accounted for and any required fees are paid.
- There shall be no automatic requirement to renew all keys issued against open task orders at the time of contract renewal.

General Notes:

- The Key Authorization form is a way for the coordinator to know that all keys issued are accounted for prior to release of final payment. The official record of keys issued is maintained by the key office. Should there be any discrepancy between the key office records and the key authorization form, the key office records shall govern.
- This does not impact or change other policies and procedures regarding the issue or accountability of keys.
- This process and forms may be used for other types of contracts, provided that retainage is held.
- If the contract does not require retainage, a deposit must be provided in order for keys to be issued.