Job Order Contracting

Request for Qualifications and Prices

No. 2027-03

For

Roofing and Construction Services

Issued: November 1, 2026

Submissions Due:

4:30 PM, Thursday

December 3, 2026

PHILLIPS COMMUNITY COLLEGE OF THE UNIVERSITY OF ARKANSAS
JOB ORDER CONTRACTING REQUEST FOR QUALIFICATIONS AND PRICES NO. 2027-03
FOR ROOFING AND CONSTRUCTION SERVICES

1. General Information: Pursuant to Arkansas Code Ann. § 19-4-1414, Phillips Community College of the University of Arkansas (PCCUA) requests that all qualified contractors interested in Job Order Contracting (JOC) for PCCUA to submit qualifications and prices in accordance with the terms, conditions and requirements set forth in this JOC Request for Qualifications and Prices No. 2027-03 ("RFQ&P"), which considers factors in addition to price.

2. Location for Submittal of Proposal: Submit qualifications and pricing in a sealed envelope to Phillips Community College of the University of Arkansas, Business Office, Easley Administration Building, 1000 Campus Drive, Helena, AR 72342 no later than **4:30 PM CST on Thursday, December 3, 2026**.

3. Supervision: PCCUA will supervise awarding of all construction contracts, approves contracts, change orders, requests for payment and ensure that on-site inspections are accomplished for any work performed under a JOC contract awarded as a result of this RFQ&P.

4. Location of Documents:

   A digital copy of this RFQ&P is available for download at www.pccua.edu . If you are unable to access the website, you may request a copy via email from Heather Funk (contact information below).

5. Contact: Any questions or concerns regarding this RFQ&P shall be directed to:

   Heather Funk
   Director of Grants and Administrative Services
   P.O. Box 785
   1000 Campus Drive
   Helena, AR 72342
   E-mail: hfunk@pccua.edu

   PCCUA specifically requests that Contractors restrict all contact and questions regarding this RFQ&P to the above individual.

6. Obtaining Contract Documents: Obtaining contract documents through any source other than the contact listed above, or her representative(s) is not advisable due to the risks of receiving incomplete or inaccurate information that results in a submission being rejected. The documents obtained through the contact listed above are considered the official version and take precedence if any discrepancies occur.

7. Inquiries and Interpretations of this JOC RFQ&P: PCCUA will respond in writing to any inquiry that affects the interpretation of, or requires a change to, this RFQ&P, and will post notice, mail or otherwise deliver each addendum to all parties PCCUA has recorded as having received a copy of this RFQ&P. All addenda issued by PCCUA before the submission deadline are part of this RFQ&P, and each Contractor must acknowledge receipt of all addenda in its submission. Only PCCUA responses issued by formal written addendum are binding. Oral and other interpretations or clarifications have no legal effect.

8. Evaluation and Contract Award Process: PCCUA will award a contract to one or more Contractors for the services specified in this RFQ&P based on its evaluation of the sealed submissions.

Submissions will be opened publicly only to identify the names of the Contractors and their proposed coefficients; all other content of the submissions will be kept secure to prevent disclosure before award. Each Contractor should therefore prepare its submission with care and attention to detail in presenting its capabilities and Work Plan as required by the evaluation criteria in Section 00200. After opening, PCCUA may make an award on the basis of the submissions as initially received, without discussion, clarification, or modification. PCCUA reserves the right to award a contract for all or any portion of the requirements of this RFQ&P, to award multiple contracts, or to reject any and all submissions if doing so is in the best interest of PCCUA. PCCUA will usually provide notice of the evaluation results and award(s) within 30 calendar days after the submission deadline.

9. Any Contractor that wishes to enter into a contract for this work must comply with the disclosure requirements of Governor's Executive Order 98-04. Submission of completed disclosure forms to PCCUA is a condition of the contract. PCCUA cannot enter into any contract that does not obligate the Contractor to require its subcontractors to submit disclosure forms.

10. PCCUA reserves the right to reject any and all submissions and to waive any formalities.

11. This RFQ&P does not obligate PCCUA to pay any costs incurred in preparing a submission.

12. **Each Contractor must comply with Arkansas contractor licensing laws and regulations and must be licensed before submitting its qualifications and prices. Only one submission may be made per Arkansas contractor's license. Each Contractor must include its license number on the Proposal Form beneath the signature.**

END OF SECTION

Section 00200

SUBMISSION INSTRUCTIONS

1. **CRITERIA FOR SELECTION.** PCCUA will select the Contractor(s) whose submission(s) offer the best value to PCCUA. PCCUA is not required to accept the lowest-priced submission if that submission does not provide the "Best Value." PCCUA will evaluate qualified submissions and select the successful Contractor(s) based on the factors listed below (see the evaluation forms included as part of the Proposal Form). Each criterion should be addressed on a separate page, numbered and titled as listed below.

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

a 20% of Evaluation Criteria: Statement of Qualifications and the Contractor's Capabilities – a list of references from current and past customers and a description of the Contractor's past performance on other contracts for PCCUA, the University of Arkansas System, or other State agencies, if applicable. Use the BEST VALUE PROPOSAL EVALUATION - Contractor Capabilities Form, included as part of the PROPOSAL FORM, to guide this submittal. It is very important that Contractors submit a thorough listing of their qualifications and capabilities.

b 20% of Evaluation Criteria: Work Plan – the Contractor's written plan or approach for managing PCCUA's roofing and construction projects through Job Order Contracting. Use the BEST VALUE PROPOSAL EVALUATION - Work Plan Form, included as part of the PROPOSAL FORM, to guide this submittal. It is very important that Contractors submit as detailed a Work Plan as their knowledge and experience permit, particularly regarding work with PCCUA, the University of Arkansas System, or similar institutions.

2. **GENERAL INSTRUCTIONS**. By making a submission, a Contractor accepts the evaluation method described in this RFQ&P and acknowledges that some subjective judgments must be made.

Each Contractor should carefully read this RFQ&P and submit a complete response to all requirements and questions as directed. Each submission should be prepared simply and economically, providing a straightforward, concise description of the Contractor'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 PCCUA's construction needs and standards. **Contractors are strongly encouraged to present the evaluation criteria in the same sequence as the Best Value Evaluation forms included with the PROPOSAL FORM to promote efficiency during the evaluation process.** PCCUA may, at its option, disqualify any submission that contains conditional clauses, alternatives to the provided forms, items not called for in this RFQ&P, or irregularities of any kind.

PCCUA will not compensate any Contractor for expenses incurred in preparing a submission. Submissions and all other information provided by Contractors in response to this RFQ&P become the property of PCCUA.

3. **RFQ&P DOCUMENTS**. Contractors may obtain complete sets of the Contract Documents from the PCCUA contact identified at the beginning of this RFQ&P. Contractors must use complete sets of the Contract Documents in preparing their submissions; neither the Owner nor any Design Professional assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets. Obtaining the Contract Documents from any other source is not advisable because of the risk of receiving incomplete or inaccurate information that results in a submission being rejected. Documents obtained from the PCCUA contact or her representative(s) are the official version and take precedence if any discrepancies occur. Designating the

documents used for submission purposes as "Contract Documents" does not diminish in any way the Owner's right to reject any and all submissions and to waive any formality.

4. **EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK**. Each Contractor shall examine the Contract Documents and become familiar with the locations of all PCCUA campuses. No allowance will be made to any Contractor for failure to make this examination or obtain this knowledge. Making a submission is conclusive evidence that the Contractor has made this examination.

5. **INTERPRETATION OF CONTRACT DOCUMENTS DURING RFQ&P PROCESS**.

i All references to the Owner mean the Board of Trustees of the University of Arkansas, acting for and on behalf of PCCUA.

ii Any Contractor that is in doubt about the meaning of any part of the Contract Documents, or that finds discrepancies in or omissions from any part of the Contract Documents, may submit a written request for interpretation or correction to the PCCUA contact no later than five (5) calendar days before the opening of submissions.

iii Address all communications regarding the Contract Documents to the PCCUA contact: Heather Funk, Director of Grants and Administrative Services, Phillips Community College of the University of Arkansas, P.O. Box 785, 1000 Campus Drive, Helena, AR 72342, (870)-816-1274, hfunk@pccua.edu.

iv Interpretations or corrections of the Contract Documents will be made only by addendum, which PCCUA will mail or otherwise deliver to each Contractor of record. The Owner is not responsible for oral explanations or interpretations of the Contract Documents.

v **Addenda** issued before the submission deadline will be incorporated into the Contract Documents.

6. **TYPE OF SUBMISSION**.

i The Work under this Contract will be awarded on the basis of a single stipulated coefficient to the responsible Contractor(s) offering the "Best Value" to PCCUA. Segregated submissions or assignments will not be considered. Pricing is to include all labor, materials, equipment, sales tax, social security tax, State unemployment insurance, and all other similar items necessary to complete the Work.

7. **PREPARATION OF SUBMISSION**. Submissions 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. The Proposal Form shall be signed, with the signer's name typed below the signature. If the Contractor is a corporation, the Proposal Form shall be signed with the legal name of the corporation, followed by the state of incorporation, the contractor's license number issued by the Arkansas Contractors Licensing Board, and the signature of an authorized officer of the corporation.

i Submissions by a joint venture shall be signed by a representative of each member of the joint venture, and the license number of each member shall be listed on the Proposal Form. Accordingly, joint venture submissions shall include at least two (2) signatures and two (2) license numbers on the Proposal Form. Exception: A joint venture properly licensed as a "Joint Venture" with the Arkansas Contractors Licensing Board need only list the joint venture license number on the Proposal Form, but must still include at least two (2) signatures.

8. **PERFORMANCE AND PAYMENT BOND**. Each Job Order will state whether a Performance and Payment Bond is required. Performance and Payment Bonds are not required for Job Orders of $50,000.00 or less. For work exceeding $50,000.00, the Contractor shall furnish, within ten days after receipt of the Intent to Award, a Performance and Payment Bond in an amount equal to 100 percent of the 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 under it. The bond shall be written by a surety company qualified and authorized to do business in the State of Arkansas and executed by a resident or non-resident agent licensed by the Insurance Commissioner to represent that surety company, and the agent's Power of Attorney shall be filed with the bond as evidence of the agent's authority. The bond shall be written in favor of the Owner. The Contractor shall file the bond with the Circuit Clerk of the county where the Work is to be performed.

9. **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.

9.1 Electrical License Requirement

a. No person shall perform electrical work on the contract without possessing an Arkansas State Master or Journeyman License from the Arkansas State Electrical Examiners Board. All electrical work and apprentice electricians shall be supervised by a Master or Journeyman Electrician on a one to one ratio.
b. All electricians shall have a copy of their license with them and shall be required to show it to an appropriate inspector upon request.

10. **SUBMITTAL**. Submit one (1) completed Proposal Form in an opaque, sealed envelope, accompanied by four (4) complete copies of the Contractor's Qualifications, Capabilities, and Work Plan as required on the Proposal Form. Mark the envelope with the RFQ&P number (No. 2027-03), the Contractor's name, and the Contractor's Arkansas contractor's license number. Only one submission may be made per Arkansas contractor's license number. Deliver submissions to the location, and by the deadline, stated at the beginning of this RFQ&P. All blanks on the form shall be completed in ink or typewritten. Erroneous entries, alterations, and erasures shall be lined out and initialed by the Contractor, with the corrected entry inserted on the Proposal Form. Only submissions made on the Owner-supplied forms included in these documents, or identical copies, will be accepted.

a. PROPRIETARY INFORMATION. All information, forms, briefs, sales brochures, and other materials submitted with a submission become the property of the Owner. All submission documents may be available for public inspection after the opening of submissions, subject to paragraph 8 of Section 00130. Any proprietary pages and documents included in a submission must be clearly marked as such.

11. **MODIFICATION AND WITHDRAWAL**. A Contractor may withdraw its submission at any time before the opening of submissions and may resubmit up to the submission deadline. No submission may be withdrawn or modified after the submission deadline. Oral modifications will not be considered. A Contractor may modify its submission in writing, including by facsimile, at any time before the submission deadline, provided that the modification is worded so as not to reveal the original pricing. Facsimile modifications must be confirmed in writing over the Contractor's signature within 24 hours after the opening of submissions.

12. **DISQUALIFICATION OF CONTRACTORS**. The Owner may disqualify any submission, before or after opening, for reasons including, but not limited to, evidence of collusion with intent to

defraud or other illegal practices by the Contractor. The Owner may also reject any submission that is not accompanied by the required bid security or other data required by the Contract Documents, or that is in any way incomplete or irregular.

13. **LATE SUBMISSIONS.** Late submissions, submissions in transit, and submissions delivered by carrier or otherwise to any location other than the PCCUA Business Office will not be considered. Submissions must be received in the PCCUA Business Office no later than the date and time stated at the beginning of this RFQ&P.

14. **APPLICABLE LAWS**.

14.1 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.

14.2 Discrimination. Contractor shall not discriminate against any employee, applicant for employment, or subcontractor as provided by law. Contractor 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 Contractor 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.

14.3 Taxes. Contractor 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.

14.4 State licensing laws for Contractors.

a. Disclosure. Contractors are notified that, for any contract not exempt from the disclosure requirements, disclosure is a condition of the Contract, 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.

Contractors are further notified that:

b. 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).

c. 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.

d. 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.

The RFQ&P process and the award and administration of the contract shall be conducted pursuant to Ark. Code Ann. § 19-4-1414.

15. **LIQUIDATED DAMAGES**. The amount of liquidated damages to be assessed, if any, shall be the amount stated in each Job Order. Each Contractor understands and agrees that, under the terms of the Contract to be awarded, if the Contractor fails to complete the work within the time specified in the Job Order, the Contractor shall pay the Owner, as Liquidated Damages and not as a penalty, the sum specified in the Job Order for each day completion is delayed. Each Contractor further understands and agrees that this sum is a reasonable estimate of the damages the Owner will sustain from any delay in completing the Work, and that it is agreed upon and fixed as Liquidated Damages because of the difficulty of determining the exact amount of damages that may result from such delay.

16. **OPENING**. Submissions will be opened at the date, time, and location stated at the beginning of this RFQ&P.

17. **EVALUATION AND CONSIDERATION OF SUBMISSIONS.** The Owner intends to award a Contract to the responsive, qualified Contractor(s) offering the "Best Value" to PCCUA, provided the submission complies with the requirements of the Contract Documents. The Owner may waive any formalities in a submission and accept the submission that, in the Owner's judgment, is in its best interest. The Owner may award any or all submissions for a period not to exceed 60 days after the opening of submissions.

18. **EXECUTION OF CONTRACT**.

a. If required by the Owner, the apparent successful Contractor shall present evidence of its experience, qualifications, and financial ability to carry out the terms of the Contract. By signing the Proposal Form, the Contractor represents that it has the financial ability and experience to carry out the work through its several stages within the reasonable time frames agreed to in each Job Order.

b. The successful Contractor will be required to execute an Agreement with PCCUA on a form identical to the Agreement Form included with the Contract Documents, and to furnish the Performance and Payment Bond (when required) and Certificate of Insurance within ten days after receipt of the Intent to Award for each individual Job Order.

c. The successful Contractor will be required to furnish the Owner with proof of insurance, as prescribed by the Contract Documents.

END OF SECTION

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 PCCUA with a flexible and responsive contractual capability in support of its construction service needs.

2. **DEFINITION.**

A. Job Order Contract. A Job Order Contract is a competitive sealed proposal firm fixed price, indefinite-quantity contract to perform work for PCCUA. Each project will encompass detailed task specifications encompassing improvements, alterations, renovation, remodeling, and/or major repairs to PCCUA 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 PCCUA break times total project loads may be significantly higher and contractor staffing should reflect these needs. For each project task, the contractor will be requested to provide materials, equipment, and/or subcontract pricing for the work by direct bidding. A minimum of two bids will be required unless approved by a PCCUA Campus Representative. Contractors submitting proposals for the JOC are required to submit **one** coefficient or multiplier for normal or overtime hours. This bid price is then multiplied by the appropriate coefficient to determine the actual cost of that line item. The Contractor must take all costs into account when proposing the coefficient (reference table of allowable overhead). Each Job Order embraced by the Contract is broken down into individual tasks of work, and a total price is developed based upon the direct bidding method and the Contractor's multiplier, reference Job Order Summary documents in appendix. After agreement, PCCUA Representative(s) will review and authorize a Job Order (JO) for performance of work.

The JOC will remain in effect for one year from the date of contract award. PCCUA retains the right to renew any resulting contract(s) for up to three (3) additional contract periods. Contracts may be renewed, with no increase in the Contractor's coefficient, only if both the Contractor(s) and PCCUA agree. Neither the Contractor nor PCCUA is required to justify nonrenewal.

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 Contract Documents and Job Order.

B. Job Order (JO). A Job Order (JO) is the contractual instrument issued by the Representative from PCCUA to the Contractor. The JO will be, in part, the Contractor's estimate of tasks and quantities of labor, materials, and equipment to do the work, plans and specifications, and project timeline. The JO is issued and approved upon agreement between the PCCUA Campus Representative and the Contractor on the scope of work, performance time, and the price for that work. The individual JO becomes in effect, a fixed price lump sum Contract when the Purchase Order for the JO is issued. The completed purchase order authorizes the Contractor to begin work.

C. 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 estimated cost in the JO for materials, equipment, and/or subcontractor pricing by direct bidding are multiplied by the contractor's coefficient. Coefficient shall be carried to two (2) decimal places only.

D. Overhead. The contractor typically bears overhead costs as part of the proposed coefficient of the JOC program. Allowable overhead items are detailed in the table below. The line item categories are:

(A) Always allowed in JO, the contractor is expected and directed to include this item in each JO.
(B) Allowed as directed, only included by permission of a PCCUA Representative due to some unusual condition peculiar to the project.
(C) Not allowed-included in coefficient, the contractor is never allowed to include because it is part of the proposal coefficient.
(D) Not in contract, totally excluded from this work and contract, but may be addressed under separate contract with owner.

	(A)	(B)	(C)	(D)
	Always Allowed in JO	Allowed as Directed in JO	Not Allowed; Included in Coefficient	Not In Contract
Overhead				
Architect Fees		X		
Construction Management Fees			X	
Construction Completion Time			X	
Contingencies		X		
Contractor Equipment			X	
Engineering Fees		X		
Factors		X		
Field Office Expense		X		
Field Office Personnel		X		
Historical Cost Indexes				X
Insurance			X	
Job Conditions			X	
Main Office Expense			X	
Mark-Up				X
Overhead			X	
Overtime			X	
Performance and Payment Bond		X		
Permits		X		
Small Tools			X	

Taxes	X			
Progress Schedules				
Scheduling			X	
Survey Data				
Surveying		X		
Shop Drawings				
Models		X		
Renderings		X		
Construction Photos				
Photographs		X		
Testing Services				
Testing		X		
Temporary Utilities				
Temporary Utilities			X	
Temporary Construction				
Protection		X		
Temporary Construction		X		

Construction Aids				
Safety Nets			X	
Personal Protective Equipment				X
Scaffold		X		
Scaffolding Specialties		X		
Pump Staging		X		
Surveyor Stakes			X	
Weather Station			X	
Barriers & Enclosures				
Barricades			X	
Fencing		X		
Winter Protection		X		
Security				
Watchman		X		
Access Roads				
Roads and Sidewalks		X		

Temporary Controls				
Tarpaulins			X	
Project Signs				
Signs		X		
Field Offices & Sheds				
Office			X	
Equipment Rental				
Concrete Equipment Rental		X		
Earthwork Equipment Rental		X		
General Equipment Rental		X		
Lifting and Hoisting Equipment Rental		X		
Wellpoint Equipment Rental		X		
Final Cleaning				
Cleaning Up		X		
Facilities Maintenance				
Facilities Maintenance Equipment		X		
Site Work Facilities Maintenance		X		
Concrete Facilities Maintenance		X		
Masonry Facilities Maintenance		X		
Metals Facilities Maintenance		X		
Moisture-Thermal Control Facilities Maintenance		X		
Door & Window Facilities Maintenance		X		
Finishes, Facilities Maintenance		X		
Specialties, Facilities Maintenance		X		
Specialties, Facilities Maintenance		X		
Architectural Equipment Facilities Maintenance		X		
Furnishings Facilities Maintenance		X		
Conveying Systems Facilities Maintenance		X		
Mechanical Facilities Maintenance		X		
Electrical Facilities Maintenance		X		

E. 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 as allowed and directed in the JO. Handling of materials identified as salvageable will be reimbursed when approved by a PCCUA Campus Representative.

F. 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%.

G. Normal Working Hours: Normal working hours for administrative, classroom, and surrounding areas are 8:00 a.m. to 4:30 p.m. Monday through Friday. Other days/hours may be arranged.

3. JOC TECHNICAL CONTRACT SPECIFICATIONS DEVELOPMENT.

The PCCUA Campus Representative will develop the specifications necessary for the procurement and implementation of the JOC. JOC Contractors shall adhere to the General and Supplementary Conditions for PCCUA.

A. Materials:

(1) 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.
(3) If the JO and plans do not agree the JO prevails. If the plans and specifications do not agree the specifications will prevail.
(4) The University reserves the right to purchase material or job required merchandise. Materials not used on the job shall be returned to University's stock for credit to job. The University will be required to deliver such materials to the job site or compensate the Contractor for providing labor to relocate owner-furnished materials to the job site. This action will require a modification to the JO to reflect a change order credit.

B. Equipment: Equipment costs can be included in the JO only if a unit cost for equipment is listed for the specific task, and actually used on the job. The Contractor shall furnish as part of its 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 PCCUA Campus Representative prior to its use must approve any equipment reimbursements.

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

(1) The University will not recognize any premium or incentives pay reimbursement. Work performed on an overtime basis or shift shall not be included as a "job cost".

(2) Insurance, fringe benefits, or vacation allowances are to be included in the Contractor's coefficient.

(3) A worker with overall project supervisory authority is to be present on each job site at all times. Overall project Supervisory costs are to be part of the cost of work.

(4) Time and cost associated with an employee's travel to and from job site are not reimbursable. Otherwise the cost must be approved and detailed on the proposal as allowed and directed in the JO.

(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.

(6) The Contractor shall maintain a telephone number that will be available for receiving and making calls throughout the working day and shall have available sufficient storage space for materials and equipment if its office and principal place of business is not located within 60 miles of the job site. Other office equipment and personnel competencies required are 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 4:30 P.M. shall not exceed 4 hours.

D. Subcontracts: Contractors may use the services of Subcontractors. The Contractor shall be responsible for reimbursing Subcontractors. The PCCUA Campus Representative may require the submittal of payment affidavits for Subcontracts prior to final payment. The use of Subcontractors does not alter costs or Contractor coefficient.

(1) The Contractor shall, as soon as practicable and before the execution of each JO, notify the PCCUA Campus Representative in writing of the names/phone numbers of Subcontractors proposed for the principal parts of the work and for such others as the UA Campus Representative may direct. The Contractor shall not employ any Subcontractor that the PCCUA Campus Representative may for any reason object to as incompetent, unfit, irresponsible, or unsafe.

(2) 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.

(3) 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 and other similar documents/standards.

4. **EXECUTION PROCEDURES.**

A. PCCUA Campus Representative/Contractor Coordination

(1) The PCCUA Campus Representative contacts the Contractor(s) of pending JO. The Contractor's representative shall respond within three working days by meeting with the PCCUA Campus Representative (and possibly the customer) 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 estimate, plans, and specifications.

d. Scope of the work, definitions, tasks and quantities as required.

e. Time requirements for completion and site availability.

(2) Within 5 working days from the job walk the contractor shall review the project and negotiate final price on proposed JO. Pricing shall be documented on Job Order Summary, reference appendix.

(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 its negotiated price quotation for a minimum period of 30 calendar days from the date of its acceptance by the PCCUA Campus Representative. If a final negotiation and Notice to Proceed have not been executed by the UA Campus Representative within that time period, then the Contractor shall have the right to review its price quotation and to modify it as justifiable. However, this provision does not negate PCCUA's right to advance to another Contractor if a re-negotiation is unsuccessful.

PCCUA reserves the right to advance to another JOC Contractor if the price negotiation is unsuccessful.

B. <u>PCCUA Campus Representative/Contractor JOC Activities</u>

(1) Once Notification of a Pending Job Order Contract is acknowledged, the PCCUA Campus Representative formally request the Contractor to examine the JO, acknowledging the scope of work, plans and specifications, and any special instructions or conditions that may exist.

(2) The Contractor is responsible for verifying tasks, refining quantities. The Contractor then formally responds to the JO within five working days from date of initial site visit.

(3) After review of the contractor's JO revisions (if any), the PCCUA Campus Representative will approve or disapprove the JO, negotiate, or advance to another contractor.

(4) Upon acceptance of JO by both parties the PCCUA Campus Representative will initiate the generation of the purchase order for each project.

(5) Once the purchase order is issued, the Contractor will begin work as per date ranges specified in the JO. The PCCUA Campus Representative 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) The PCCUA Campus Representative may hold retainage for completion of any punch list items in an amount estimated to be 200% of the cost to complete the punch list.

(7) 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 PCCUA Campus Representative.

5. **MODIFICATION TO JOB ORDERS**

A. It is the sole responsibility of the PCCUA Representative to authorize a Change Order to a JO. 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 the Contractor, all negotiations must be completed within 3 working days.

B. 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.

C. The PCCUA Campus Representative will prepare a proposed Change Order to the JO addressing differing site conditions or increased/decreased scope of work.

6. **REPORTING REQUIREMENTS AND PAYMENTS**

A. The PCCUA Representative will be responsible for administering all JO's under the Contract.

B. Normally, the Contractor will only be paid for completed Job Orders. Application for final payment shall be submitted once all work and the punch list (if applicable) are completed. If the performance period of a Job Order exceeds 30 days, partial payment is authorized, based on the percentage of completion minus a 5% retainage of total sum of JO. Liquidated Damages may be assessed if project extends beyond JO agreed completion date. This includes punch list items. Partial and final payments shall be submitted to the PCCUA Campus Representative using the standard AIA "Application for Payment" form. When the work is certified complete by the UA Campus Representative and an invoice received, the Business Office will process the invoice for payment through established University procedures for prompt payment.

C. The University reserves the right to deduct from the contract an equitable amount for any damaged or uncorrected work until such time as the PCCUA Campus Representative 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 in accordance with paragraph 2.4 of the General Conditions.

D. 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.

E. Liquidated Damages shall be a part of each JO and are set at the joint signing of the JO. The basis for Liquidated Damages shall be as stipulated in paragraph 15 of Section 00200, Instructions to Proposers. 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.

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

G. The Contractor shall submit a copy of MSDS's to the PCCUA Campus Representative for all materials used in the project as part of project closeout.

H. Department of Labor Prevailing Wage Rate Documentation must be submitted at time of invoicing.

7. **TERMINATION**

If termination of a JOC contract is desirable for whatever reason, it shall be effected in accordance with the General and Supplementary Conditions for the University of Arkansas.

END OF SECTION

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 Phillips Community College of the University of Arkansas.

PROJECT: PCCUA, Job Order Contracting for Roofing and 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 5 days after conveyance of the Notice to Proceed, 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 prescribed and mandated by Ark. Code Ann. § 22-9-301 et. seq., 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 Phillips Community College of the University of Arkansas, RFQ&P, and 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. THE FOLLOWING MULTIPLIER IS TO BE USED WHEN PRICING WORK.

Coefficient (in words) _____ (in Figures) _____ shall be a multiplier applied to the "Total Incl. O&P" cost column. Coefficient shall be carried to two (2) decimal places only.

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

0-1 Minimally addressed requirements/2-3 Meets requirements/4 Exceeds requirements.

CONTRACTOR CAPABILITES: (20% OF TOTAL POINTS)

1. Experience: Complete list with scopes of work for present construction projects with commercial corporations, government, and higher education clients. *Does the proposer demonstrate experience with clients of similar size and scope? 0-4 _____

2. References: Complete list with scopes of work for completed construction project (latest 3-year period). *Did the list provide sufficient detail to determine ability? Reference checks sheets and comments? 0-4 _____

3. Years of experience (Minimum 3-consecutive years): General information typically used (see verification sheets). *Experience relates to the amount of time in providing the service requirements, not necessarily the time the business has been in operation. 0-4 _____

4. Project personnel qualifications: List of current subcontractors typically employed. *Were key personnel roles, responsibilities and resumes identified and provided? Does the organizational chart support the level of service required (number and type of crews, level of supervision)? Were subcontractor roles, responsibility and qualifications explained in sufficient detail? 0-4 _____

5. Professional memberships, certifications, and licenses. Was information provided complete and current? 0-4 _____

Total Contractor Capability Points (A) (transcribe total to page 00410-5) 0-20

*Reference information provided on Contractor's Qualification Statement Form

BEST VALUE PROPOSAL EVALUATION – Work Plan

Solicitation for Proposal _____

CRITERIA	**Possible Points**	**Points Given**

0-1 Minimally addressed requirements/2-3 Meets requirements/4 Exceeds requirements.

WORK PLAN: (20% OF TOTAL POINTS)

6. Work Plan: Descriptive narrative sufficiently explaining how work will be performed, identities of staff, time lines, equipment and supplies procurement and deployment, subcontract supervision, strategies, reporting, overall quality of the work plan. Was this plan well organized and presented in a clear, concise and logical manner? 0-4 _____

7. Services: Outline of sufficient detail as to contractor services provided in this proposal. Were services explained as to what and how services are to be provided and to what extent? Are additional services of value to the University being offered in this proposal? 0-4 _____

8. Procedures: Outline and discussion of quality control personnel, plan, and Standards; deficiency and punch list procedures, emergency procedures, and contingency plans for working around our ongoing educational operations (nigh, weekend, and intermittent scheduling). Did the proposer reflect standards to be utilized for implementation policies or procedures and clearly outline and discuss extent? 0-4 _____

9. Reporting and documentation: Examples of project management reports, close-out documents, as built procedures, shop drawings, submittal procedures, and safety reporting. Did the proposer clearly and concisely explain their reporting and documentation capabilities and provide examples? 0-4 _____

10. Acceptability: Was the work plan tailored to fit the University's operations? Did it provide sufficient detail and insight into our educational needs and mission? Were responsibilities clearly and explicitly defined and aligned with the JOC program requirements? (No response required from contractor for this item) 0-4 _____

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

SECTION 00520
AGREEMENT FORM
JOB ORDER CONTRACT

Section 00520

THIS AGREEMENT is entered into this_____day of_____20__, by and between _____(name and address)_____hereinafter referred to as the Contractor, and the Board of Trustees of the University of Arkansas acting for and on behalf of Phillips Community College of the University of Arkansas, hereinafter referred to as the Owner, and consists of this Section 00520 and the Contract Documents, as defined in Section 00700.

WITNESSETH:

That for and in consideration of the amount set forth in each Job Order, the Contractor hereby agrees to furnish all tools, labor, equipment, and materials, and to build and construct projects designated by job orders issued by the Owner.

- Contractor's pricing for job order services shall employ the following co-efficient, to be applied as outlined in the Owner's Request for Proposals: _____.

The Contract is for Job Order Contracting for Construction Services for the benefit of the Owner, more specifically described in the Contract Documents, which are incorporated herein by reference. All construction shall be in exact accord with the Contract Documents. The Owner shall have direct contract supervision, unless a Design Professional has been designated to supervise a Project. Said construction shall be to the satisfaction of the Owner and the Design Professional engaged by the Owner, and in accordance with the laws of the State of Arkansas. The Work shall be subject to inspection and approval at any time by the Owner, the Design Professional, and any 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.

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, or within such other time as is provided in the Notice to Proceed, 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, it shall pay to the Owner, as liquidated damages and not in the nature of a penalty, the sum specified in the job order 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 or the next 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 a 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 its own expense and to the satisfaction of the Owner, damage done by the Contractor or its subcontractors 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 any act or omission of Contractor or its subcontractors while in the execution of the work specified.

9. The Owner may terminate this agreement to the extent Owner's funds are no longer appropriated or lawfully 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:

"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."

b) The Contractor shall, within ten days of entering into any agreement with a Subcontractor, transmit to the Owner, 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.

c) 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. This Agreement is for a term of one year from the date hereof, and may be extended for additional periods not exceeding four years in the aggregate if the price remains mutually agreeable to the parties and the Owner is satisfied with the quality of Contractor's work.

12. Nothing in this Contract shall be construed to waive the sovereign immunity of the Owner, which includes the Board of Trustees of the University of Arkansas.

13. In accordance with Ark. Code Ann. § 25-1-503, Contractor hereby certifies to Owner that Contractor (a) is not currently engaged in a boycott of Israel and (b) agrees for the duration of this Agreement not to engage in a boycott of Israel. A breach of this certification will be considered a material breach of contract.

In the event that Contractor breaches this certification, Owner may immediately terminate this Agreement without penalty or further obligation and exercise any rights and remedies available to it by law or in equity.

14. Contractor agrees and certifies that it does not employ illegal immigrants and will not employ illegal immigrants during the term of this Agreement.

Executed by the parties, who represent that each has the authority to enter into this Contract.

Contractor

By: _____
Name: _____
Title: _____
Date: _____
Address: _____
Email: _____

The Board of Trustees of the
University of Arkansas acting for
and on behalf of Phillips Community College of the
University of Arkansas

By: _____
Name: _____
Title: _____
Date: _____
Address: _____
Email: _____

END OF DOCUMENT

SECTION 00700 – JOB ORDER CONTRACT GENERAL CONDITIONS

ARTICLE 1 -- GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 Contract Documents: The Contract Form (Section 00520), the Request for Proposals, Instruction to Proposers, the Contractor's Proposal Form, all Addenda, this Section 00700 General Conditions, and any Section 00800 Supplementary Conditions attached hereto**.** For each Project the Contract Documents also include the job order, the Owner's plans and specifications, approved Change Orders, and any other documents agreed upon by the Owner and the Contractor.

1.1.2 Contract: The Contract Documents form the Contract for construction. The Contract Documents will not be construed to create a contractual relationship between the Design Professional and Contractor, between the Owner and a subcontractor, between the Owner and Design Professional, or between entities other than the Owner and Contractor.

1.1.3 Contract Sum: The amount to be paid the Contractor for the Work, as established in the Contract Documents.

1.1.4 Work: Construction and services required by the Contract Documents whether completed or partially completed, including tools, labor, equipment, supplies, transportation, handling, and incidentals provided by the Contractor.

1.1.5 Project: The total project described in the job order and related 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: Written requirements for materials, equipment, systems, standards, and workmanship for the Work, and performance of related services.

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

1.1.9 Owner: The campus, unit or division of the University of Arkansas System issuing a job order. The term Owner includes the Owner and the Owner's authorized representative.

1.1.10 Contractor: The person or entity identified as such in the Contract. The term Contractor includes the Contractor and the Contractor's authorized representative.

1.1.11 Design Professional (Architect/Engineer/Consultant): The person or entity identified as such by the Owner in connection with a Project. When no Design Professional has been engaged by Owner, the term "Design Professional" means the Owner, unless the context dictates otherwise.

1.1.12 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.

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

1.1.14 Site: The particular location of that part of the Project being considered.

1.1.15 Contract Time: 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.

1.1.16 Date of Substantial Completion: The date certified by the Design Professional and the Owner.

1.2 INTENT

1.2.1 The Contract Documents are complementary and, subject to the order of interpretive precedence described in section 3.3.2, 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 the results required by the Contract Documents.

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 principal 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 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 its 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 perform the Work in accordance with the Contract Documents, including the requirements with respect to the schedule of completion, and fails after ten days written notice from the Owner to correct the deficiencies, the Owner may deduct the cost of correction and any liquidated damages from the payment then or thereafter due the Contractor.

ARTICLE 3 -- CONTRACTOR

3.1 GENERAL

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

3.1.2 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 by the Owner if no Design Professional exists for the Project.

3.1.3 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.

3.1.4 The Contractor shall determine that the final and completed work on the project is in accordance with the Contract Documents. The failure of the Owner or 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 responsibility to correct all the defects in the project.

3.1.5 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. The Owner assumes no responsibility for failure to show any or all such utilities and structures on the Drawings or to show such in the exact location. It is mutually agreed such failure will not be considered sufficient basis for claims for extra work or for

increasing the pay quantities in any manner unless the obstruction encountered necessitates substantial changes in the lines or grades or requires the building of a special structure.

3.3 REVIEW OF CONTRACTDOCUMENTS

3.3.1 The Contractor shall study and compare Drawings, Specifications, and other instructions and shall report to the Design Professional at once any error, inconsistency, or omission discovered.

3.3.2 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, including the General Conditions and any supplementary conditions;

b. Addenda to Drawings and Specifications, with those of later date having precedence.

c. Drawings and Specifications

d. The Contractor's Proposal

e. The Request for Proposals.

3.3.3 Since the Contract Documents are complementary, the Contractor shall take no advantage of any apparent error or omission in the Drawings and Specifications. The Owner or Design Professional shall furnish interpretations as deemed necessary for the fulfillment of the intent of the Drawings and Specifications.

3.3.4 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 or Owner 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, product data, samples and other submittals including 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 Documents, the Contractor shall provide and pay for 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. Material, equipment, or workmanship that are not in accordance with the Contract Document requirements or which are otherwise defective 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 liens, 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 the 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.

3.7 UNAUTHORIZED WORK

3.7.1 Unauthorized includes, but is not limited to, work done without lines and grades having been given, work done beyond the lines or not in conformity with the grades shown on the Drawings or as provided by the Owner, Work completed without proper inspection and supervision, or any extra or unclassified work completed without written authority and prior agreement. Unauthorized work 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.

3.8 SUPERINTENDENCE

3.8.1 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.

3.8.2 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 Superintendent shall be considered as given to the Contractor and shall be as binding as if given to the Contractor.

3.8.3 Work shall be performed by workers 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 worker.

3.8.4 The Contractor shall, at all times, be responsible for the conduct and discipline of its 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. 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.

3.8.5 The Contractor shall coordinate the 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.

3.9 PERMITS, FEES, AND NOTICES

3.9.1 The Contractor shall purchase and secure all applicable permits and licenses and give all notices necessary and incidental to the prosecution of the Work. However, in accordance with Ark. Code Ann. §22-9-213, public works construction projects conducted by the Owner, a state agency, are exempt from permit fees or inspection requirements of county or municipal ordinances.

3.9.2 When new construction under the Contract crosses highways, railroads, streets or utilities under the jurisdiction of the state, county, city, or other public agency, public utility, or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission shall be filed with the Owner before any work is completed. The Contractor shall furnish a release from the proper authority before final acceptance of the Work. Any bonds required for this Work shall be secured and paid for by the Contractor.

3.10 SAMPLES AND TESTS

3.10.1 The Contractor shall provide samples, materials, and equipment necessary or required for testing as outlined in the various sections of the 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.

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

3.11 LOCATION, GRADIENT, AND ALIGNMENT

3.11.1 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.

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

3.11.3 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.

3.12 LAND

3.12.1 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 its expense with no liability to the Owner. The Contractor shall confine its equipment and storage of materials and the operation of its workers to those areas shown on the Drawings and described in the Specifications, and such additional areas which it may provide or secure as approved by the Owner.

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

3.12.3 The Contractor shall be responsible for the preservation of, and prevention of 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.

3.13 LIMITS OF WORK

3.13.1 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.

3.14 WARRANTY

3.14.1 The Contractor shall warrant that all Work, materials, and equipment furnished will be free from defects in design, materials, and workmanship and will give successful service under the conditions required. The warranty period for Work, materials, and equipment furnished by the Contractor shall be one year from the date of the written acceptance of the Work as stated in the Substantial Completion Form approved by the Contractor, Owner and the Design Professional, unless a longer period is agreed upon.

3.15 PATENTS AND ROYALTIES

3.15.1 If the Contractor is required or desires to use any design, device, material or process covered by letters, patent, or copyright, it shall provide for such use by suitable legal agreement. It is mutually understood and agreed that, without exception, the Contract Sum shall include all royalties or costs for use of patents, trademarks, and copyrights in any way involved in the Work. The Contractor and the surety shall defend, indemnify, and save harmless the Owner and all its officers, agents and employees from all suits, actions, or claims of any character, name and description brought for or on account of infringement or alleged infringement by reason of the use of any such patented design, device, material or process of any trademark or copyright used in connection with the Work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of any action or actions, suit or suits which may be commenced against the Owner for any such infringement or alleged infringement at any time during the prosecution or after the completion of the Work contracted for herein. It is mutually agreed that the Owner may give written notice of any such suit to the Contractor, and thereafter, the Contractor shall attend to the defense of the same and save and

keep harmless the Owner from all expense, counsel fees, cost liabilities, disbursements, recoveries, judgments, and executions in any manner growing out of, pertaining to, or connected therewith.

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.

ARTICLE 4 -- ADMINISTRATION OF CONTRACT

4.1 DESIGN PROFESSIONAL AUTHORITY

4.1.1 The Design Professional will interpret the requirements of the Contract Documents and decide matters concerning performance thereunder on request of the Owner or Contractor.

4.1.2 The Design Professional will provide administration of the Contract as described in the Contract Documents and will be the Owner's representative. The Design Professional will decide any and all questions as to the acceptability of materials or equipment furnished, work performed, interpretation of the Drawings and Specifications, rate of progress of the Work, acceptability of the quality of workmanship provided, and other questions as to the fulfillment of the Contract by the Contractor.

4.1.3 The Design Professional will prepare all change orders on the form specified by the Owner. The Design Professional may authorize minor changes in the Work not involving adjustment in the Contract Sum or extension of Contract Time and not inconsistent with the intent of the Contract Documents.

4.1.4 The Design Professional and the Owner will have the right to enter the property or location on which the Work shall be constructed.

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 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: Within ten calendar days after the receipt of instructions from the Owner directing changes in the Work, and before work related to such changes commences, the Contractor shall submit to the Design Professional, in writing, any claim for an extension of time or for an increase in the Contract Sum. The Contractor's claim shall include itemized estimate sheets showing labor and material, which shall be submitted to the Design Professional. Any order for changes in the Work shall specify an extension of the Contract Time, if any, 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 for the General Contractor and Subcontractor consistent with the formula for pricing labor and materials as established in the Contract Documents.

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 promptly without previous instructions from the Design Professional. 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 ASSIGNMENT OF CONTRACT

5.1.1 Neither the Owner nor the Contractor shall have the right to sublet, sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof without written consent of the other party. No assignment, transfer, or subletting, even with the proper consent, shall relieve the Contractor of its liabilities under this Contract. Should any Assignee or Subcontractor fail to perform its portion of the Work in a satisfactory manner the Owner may annul and terminate the Assignee's or Subcontractor's contract on the Project.

5.2 SUBCONTRACTS

5.2.1 The subcontracting of the whole or any part of the Work to be done under this Contract will not relieve the Contractor of its responsibility and obligations. All transactions of the Owner or Design Professional shall be with the Contractor. Subcontractors will be considered only in the capacity of employees or workmen and shall be subject to the same requirements as to character and competency.

5.2.2 The Contractor shall discharge or otherwise remove from the project any Subcontractor that the Owner or the Design Professional has reasonably determined as incompetent or unfit.

5.2.3 The Contractor may not change those Subcontractors listed on the job order proposal without the written approval of the Owner and Design Professional. The Contractor shall not be relieved of any liabilities under the Contract Documents, but shall be fully responsible for any Subcontractor or work by said Subcontractor where Subcontractor is employed by the Contractor to perform work under this Contract. Nothing contained in the Contract Documents shall create contractual relations between any Subcontractor and the Owner.

5.2.4 No officer, agent, or employee of the Owner, including the Design Professional, shall have any power or authority to bind the Owner or incur any obligation in its behalf to any Subcontractor, material supplier or other person in any manner whatsoever.

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 or job orders in connection with a 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 it to complete its 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.

7.2 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 changes to 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 Sum. 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 Sum. 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 additional premiums for all bonds and insurance, permit fees, and sales, use or 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. The 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 amount and propriety of an adjustment to the Contract Sum.

7.2.2.3 Requests for changes in the Contract Sum will be calculating by adding: (a) the net cost of materials and the materials markup set in Contractor's proposal; (b) the amount of any sales or use tax on materials, and (c) the cost of labor at the rates set in Contractor's job order proposal.

a. Credit for work deleted shall be computed as outlined in 7.2.2.3.

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 PROGRESS

8.1.1 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.

8.2 HOLIDAYS

8.2.1 New Year's Day, 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.

8.3 DELAYS

8.3.1 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.

ARTICLE 9 -- PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contractor shall accept the Contract Sum 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 it 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 it 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. 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

9.4 The Contractor shall be paid for all Work performed under the Contract based on Design Professional computations and the 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.

9.5 REQUESTS FOR PAYMENT

9.5.1 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.

9.5.2 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.

9.5.3 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 retainage as provided in section 9.6.2 and less previous payments to the Contractor on the Contract.

9.6 PERIODIC ESTIMATES FOR PAYMENT

9.6.1 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.

9.6.2 From the total of the amount estimated to be paid, an amount equal to 5 percent of the total completed shall be retained. 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. No retainage will be withheld on that amount of the progress payment pertaining to the cost of materials stored at the site or within a bonded warehouse.

9.7 PAYMENT FOR INCREASED OR DECREASED QUANTITIES

9.7.1 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

9.8 DESIGN PROFESSIONAL'S ACTION ON A REQUEST FOR PAYMENT

9.8.1 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.

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

9.9.1 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.

9.10 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.

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 inspect 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, 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 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 and all other conditions for final acceptance of this Work are met to the satisfaction of the Owner.

9.15.3 In 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 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 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 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 it 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.

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 fault, and make good on all injuries to persons caused by any casualty or cause by reason of the Contractor's fault. 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.

ARTICLE 11 -- INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

11.1.1 The Contractor shall secure and maintain in force insurance specified by the Contract Documents, from an insurance company authorized to write the prescribed insurance in the jurisdiction where the Project is located. Such insurance will be in form and amount as required to protect the Contractor, its Subcontractors, and the Owner from all claims for bodily injury, death, or property damage that may arise from operations under this Contract. The Contractor shall not commence work under this Contract until it 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 advance written notice of cancellation to the Owner, and shall name the Owner as an additional insured.

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 the 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.

11.1.3 Comprehensive General Liability Insurance, including automobile and truck liability. Prior to blasting, the Contractor shall furnish a 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.

11.1.4 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 it by reason of any omission or act of the Contractor, its agents, or employees in the execution of the Work or in the guarding of the Work. 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.

11.1.5 Builder's Risk and Fire Insurance: The Contractor shall procure and maintain for each Project Builder's Risk Insurance including 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.

11.1.6 Proof of Insurance: The Contractor shall maintain the insurance coverages required by the Contract Documents throughout the term of the work to performed under a job order, 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."

11.2 BONDS

11.2.1 Performance and Payment Bond: The Contractor shall, at the time of accepting a job order, furnish a bond covering faithful performance of the Contract and the payment of obligations, unless the job order is for a sum less than $20,000.00. 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 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 System 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 the Contractor, its employees, or its subcontractors.

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

13.2 WRITTEN NOTICE

13.2.1 Notice will be considered served when delivered in person or sent by certified mail to the individual, firm, or corporation to the last business known address.

13.2.2 The written Notice to Proceed with the Work shall be issued by the Design Professional after issuance of a job order by the Owner. The Contractor shall begin and prosecute the Work and without interruption in a manner that will complete the Work within the time limits stated in the job order or notice to proceed.

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 have authority to suspend any work only in a life-threatening situation, 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 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 of any other waiver or modification shall be introduced in any proceeding.

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 or a job order 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, 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 it may select. If the Owner does not elect to use its 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 it shall become insolvent; declare bankruptcy assigns assets for the benefit of its 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 – ALTERNATIVE DISPUTE RESOLUTION

15.1 MEDIATION

15.1.1 In the event of any dispute regarding the Contractor, Design Professional or Owner (hereinafter referred to as party/parties for this section only) under this Agreement, the party asserting a dispute shall notify the appropriate Owner's designated Administrator in writing. The Owner's Administrator or designee will then attempt to negotiate a settlement of the dispute between the parties.

15.1.2 If the Owner's Administrator, or designee, determines he or she is unable to negotiate a settlement between the parties, the parties may participate in mediation. A request for mediation must be made in writing to the Owner and the parties shall agree upon the location of the mediation. A mediator mutually agreed upon by the parties shall conduct the mediation process. Mediation shall be voluntary, non-binding and all proceedings in connection with such shall be subject to this Agreement and applicable provisions of Arkansas law. Any mediation fees shall be borne equally between the parties. The parties shall coordinate mediation and the Owner shall notify the University of Arkansas System Office of any mediation prior to it taking place. The Owner's Administrator or designee may view any and all mediation proceedings. Any settlements arising out of the mediation process must be approved by the University of Arkansas System Office.

15.1.3 Notwithstanding anything to the contrary contained herein, if any dispute arises between the Parties, whether or not it requires at any time the use of dispute resolution procedures described above, in no event, nor for any reason, shall the Contractor or the Design Professional interrupt the provision of services or performance to the Owner, or perform any other action that prevents, slows down, or reduces, in any way, the provisions of the Agreement unless: (a) authority to do so is granted by the Owner or (b) the Agreement has been terminated by the Owner.

END OF DOCUMENT

SECTION 00800 - SUPPLEMENTARY CONDITIONS MODIFICATIONS TO GENERAL CONDITIONS

ARTICLE 3 – CONTRACTOR

1 Paragraph 3.2 REVIEW OF FIELD CONDITIONS Add the following subparagraphs:

3.2.3 The Contractor acknowledges by submission of its Job Order price proposal that it has satisfied itself as to the nature and location of the Work, the general and local conditions, particularly those bearing upon availability of transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during the prosecution of the work and all other matters which can in any way affect the Work or the cost thereof under this contract.

3.2.4 The Contractor further acknowledges that it is satisfied as to the character, quality, and quantity of materials to be encountered from inspecting the site. Any failure by the Contractor to be acquainted with all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work.

3.2.5 In the event subsurface or latent physical conditions are found materially different from those indicated in the Contract Documents, 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 Owner in writing of such changed conditions.

3.2.6 The Owner will investigate such conditions promptly and following this investigation, the Contractor shall proceed with the work, unless otherwise instructed.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 GENERAL

Add the following subparagraphs:

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 be thoroughly familiar 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 at all times provide proper facilities for safe access to the Work by authorized government officials.

10.1.6 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.

ARTICLE 11 - INSURANCE AND BONDS

1 Subparagraph 11.1.1, add the following sentence:

Unless provided otherwise in a job order, the amount of such insurance shall be not less than the following or any limits required by law.

2 Subparagraph 11.1.2, add the following clause:

11.1.2.2 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

3 Subparagraph 11.1.3, add the following clause:

11.1.3.2 Commercial General Liability Primary non-contributory:	$ 1,000,000.00 Per Project Aggregate:
Commercial Automobile Liability (including owned, non-owned, and hired vehicles)	$ 1,000,000.00
Combined Single Limit	
Umbrella or Excess Liability	$ 2,000,000.00

4 Subparagraph 11.1.4, add the following clause:

Owner's and Contractor's Protection Liability Combined Single Limit	$ 1,000,000.00

5 Subparagraph 11.1.5., add the following:

"Each Job Order Contract shall stipulate whether Builder's Risk Insurance is required."

ARTICLE 13 – MISCELLANEOUS PROVISIONS

13.1.4 PROTECTION OF THE ENVIRONMENT

A. The Contractor shall maintain all work areas within and outside the project boundaries free from environmental pollution, including releases of regulated or hazardous materials, that would be in violation to any federal, state, or local regulations.

B. The Contractor shall comply in all ways with the Arkansas Department of Environmental Quality (ADEQ) Requirements for disturbed areas. This especially pertains to control of erosion/sediment from the construction areas.

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

END OF DOCUMENT