REQUEST FOR QUALIFICATIONS and REQUEST FOR PROPOSAL

Job Order Construction Contracts
General Construction
Electrical Construction
Mechanical Construction
Civil/Utility Construction
Building Automation Construction

DATE: May 5, 2022

THE UNIVERSITY OF ARIZONA
DEPARTMENT OF PLANNING, DESIGN & CONSTRUCTION
220 WEST SIXTH STREET, THIRD FLOOR (85701)
P.O. BOX 210300, TUCSON, ARIZONA 85721-0300
REQUEST FOR QUALIFICATIONS
and
REQUEST FOR PROPOSAL

Job Order Construction Contract
University of Arizona
Tucson, Arizona

For:

General Construction
Electrical Construction
Mechanical Construction
Civil/Utility Construction
Building Automation Construction

The Arizona Board of Regents

Prepared by:

Planning, Design, & Construction
220 W. Sixth Street (85701)
P.O. Box 210300
Tucson, Arizona 85721-0300

Date: May 5, 2022
NOTE

(JOB ORDER CONTRACT)

Should the Contractor have any questions, after complying with the Instructions to Proposers, Paragraph No. 9, Addenda, or any other matter concerning conduct of this solicitation, he shall at once notify Lorna Gray, University of Arizona, Department of Planning, Design, & Construction, by calling 520-621-9372 or e-mail at lornagray@arizona.edu

MANDATORY PRE-SUBMITTAL CONFERENCE

A mandatory pre-submittal conference will be conducted Thursday, May 19, 2022 at 1:00 p.m. Potential Proposers shall assemble in Room 104, USA Building “A”, 220 West Sixth Street. Refer to Paragraph 19 of the Instructions to Proposers for information on who must attend this mandatory pre-submittal conference.

USA Building “A” is the westernmost 7 story building in the USA building complex. Vehicle parking is available on the west side of Building “A” and across the street in Lot 9006.
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NOTICE TO CONTRACTORS OF INTENT TO RECEIVE PROPOSALS

(JOB ORDER CONTRACT)

(General Construction, Electrical, Mechanical, Civil/Utility, Building Automation)

The University of Arizona requests interested contractors to submit proposals for selection as a University of Arizona designated Job Order Contractor. This solicitation will use the methodology prescribed by Section 3-804.B.6 of the University Procurement Code and the University intends to award multiple Job Order Contracts for each class of work.

Sealed proposals will be received until 4:00 p.m., Thursday, May 26, 2022, by the Arizona Board of Regents, care of the Department of Planning, Design, & Construction, USA Building #300A, 220 West Sixth Street, Third Floor, University of Arizona in Tucson, Arizona 85701, Attention: Mr. Ralph Banks, for the furnishing of all labor, materials, transportation and services required for General Construction, Electrical, Mechanical, Civil/Utility and Building Automation work on Construction Projects (less than $1,999,999.00 in construction cost) to be done under Job Order Contracts on the campus of the University of Arizona and other University of Arizona sites located within the State.

The Request for Qualifications and Request for Proposal Documents for the proposed Job Order contracts may be obtained by accessing the Department's website at www.pdc.arizona.edu.

Potential Offerors are notified that attendance at the Pre-Submittal Meeting is mandatory and that proposals will be accepted from attendee firms. The Meeting will be held on Thursday, May 19, 2022 at 1:00 p.m. Potential Offerors shall assemble in Room A104/A106 of the USA Building #300A, 220 West Sixth Street, Tucson, Arizona.

The Owner anticipates awarding a minimum of three Job Order Contracts for each of the following: General Construction, Electrical, Mechanical, Civil/Utility and Building Automation. Potential Offerors are advised that the Owner does not guarantee that any minimum amount of work will be authorized under any contract resulting from this solicitation, and the Owner fully reserves its right to construct its construction projects in whatever manner is deemed most advantageous to the Owner.

A certified or cashier's check or a Proposal Bond for $5,000 must accompany each Price Proposal, as a guarantee that the Contractor will enter into a contract to perform the work in accordance with the Request for Proposal Documents or as liquidated damages in the event of failure or refusal of the Contractor to enter into the contract, which check or bond will be returned to the unsuccessful Offerors, and to successful Offerors upon the execution of a satisfactory bond and contract, as prescribed by Arizona Revised Statutes.

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

Work on each Project shall commence in accordance with a Work Order and Notice to Proceed...
issued by the Owner and shall be completed within the time period stated in the Work Order and Notice to Proceed.

The Board reserves the right to reject any or all proposals, to waive or decline to waive irregularities in any proposal, or to withhold the award for any reason it may determine and also reserves the right to hold any or all proposals for a period of ninety (90) days after the date of the opening thereof. No Offeror may withdraw his proposal during this ninety (90) day period.

All correspondence relating to this solicitation should be directed to:

Lorna Gray
Director, Construction
Department of Planning, Design, & Construction
University of Arizona
220 West Sixth Street
Third Floor
Tucson, Arizona 85701
Phone: 520.621.9372
E-Mail: lornagray@arizona.edu

By: Ralph Banks, P.E., P.Eng. CEM, LEED AP
Executive Director, Engineering, Design, & Construction
Department of Planning, Design, & Construction

ARIZONA BOARD OF REGENTS

PUBLISH: Daily Territorial: May 5, 2022 and May 12, 2022
Instructions to Proposers

(UA JOB ORDER CONTRACT)

1. Definitions

1.01 Definitions are generally as set forth in the General Conditions of the Construction Agreement for Job Order Contracts, and are applicable to this Request for Qualifications and Request for Proposal Document. Additionally, wherever the word "Owner" is used, it shall mean the Arizona Board of Regents for and on behalf of the University of Arizona, Planning, Design & Construction Department. Wherever the words "Proposer" or "Offeror" are used in the Contract Documents, they shall mean each or any of the persons, partnerships, or corporations submitting proposals for the performance of the work covered by these Contract Documents.

2. Job Order Contracting (JOC) - An Overview

2.01 A Job Order Contract (JOC) is a competitively procured, fixed-price indefinite-quantity contract. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, rehabilitation, construction, etc. of buildings, structures, or other real property. Ordering is accomplished by issuance of a project specific Work Order against the Contract. Under the JOC concept, the Contractor furnishes management, labor, materials, and equipment needed to perform the work.

2.02 The Job Order Contracting will consist of three methods for pricing of a project specific Work Order against the Contract. The Owner will determine which method will be used for a particular Work Order. These methods include:

A. Pricing using a Unit Price Book (UPB) with a coefficient. This method utilizes the latest edition of the Construction Cost Data book as published annually by the R.S. Means Company, Inc. The use of this book to develop a Contract Price under this method will be as set forth under General Requirements Section 01010. Proposers will offer a coefficient for General Construction for normal working hours to be applied to the UPB unit price. These coefficients will be proposed separately, but included with the proposal on Proposal Form Part I.

B. Pricing for Non pre-priced work with an overhead and profit fee factor. This method of pricing consists of obtaining competitive quotes from a list of pre-qualified subcontractors for each trade, selecting the lowest or best value, adding general conditions costs and then applying the overhead and profit fee factor. This method of developing a Contract Price is further described in General Requirements Section 01010. The overhead and profit fee factor will be proposed separately, but included with the proposal on Proposal Form Part I.

C. Pricing which consists of a method which is a combination of the two methods noted above or any other method that may be required due to special circumstances. This procurement is further described in General Requirements Section 01010.

2.03 As work under a Job Order Contract is identified a Contractor will be selected, issued a request for a work order proposal and will be tasked with developing an estimate for the work required. The Contractor will submit their work order proposal to the Owner. This
work order proposal will be evaluated and maybe compared with an independent Owner estimate. If the Contractor’s proposed quantities (UPB method) or proposal (non pre-priced method) are found reasonable, a Work Order may be issued for an agreed upon fixed price.

2.04 Award of a JOC contract to a Proposer will not preclude that Proposer from bidding on and being awarded other construction contracts with the Owner.

2.05 Contractor or Proposer may propose to self-perform any or all work. Any self-performed work is subject to review and acceptance by Owner as subcontracted work. (Refer to General Conditions)

2.06 Proposers are advised that the Owner does not guarantee that any minimum amount of work will be authorized under any JOC contract, and the Owner fully reserves its right to construct its construction projects in whatever manner is deemed most advantageous to the Owner.

2.07 The term of this JOC contract period is 5 years and the Proposer understands that they need to hold their coefficient and profit and overhead fee for the duration of the period stated in the Agreement or opt out of the JOC Contract.

2.08 The Owner anticipates that a standardized ABOR Tri-University Contract may be issued at a later date. The Owner reserves the right to issue updated or revised versions of the JOC contract via amendment at any time during the 5 year JOC Contract cycle. All firms will be given the opportunity to sign the amendment or opt out of the JOC Contract.

3. **Submittal Requirements; Statement of Qualifications and Price Proposals**

3.01 This JOC contract selection is a two-step selection process involving the separate submission and review from each Proposer a separate Statement of Qualifications (Technical Proposal) and a separate Price Proposal that are both due on the same date and time as indicated in the announcement.

3.02 The Statement of Qualifications (SOQ) Technical Proposal shall be separately submitted. Deliver eight (8) copies of the SOQ together in a sealed envelope or package. Provide also an electronic bookmarked PDF copy of the SOQ on portable media or upload to https://pdc.arizona.edu/upload.

   A. The SOQ Technical Proposal shall be printed on 8-1/2” x 11” pages (with fold out pages to 11” x 17” size if required) and should be either coil or comb bound. Do not use 3 ring binders, slip covers or any other form of binding. Page limit is 50 single sided pages or 25 double sided pages with a minimum font size of 10 points.

   B. The envelope or package containing the SOQ Technical Proposal shall be clearly marked with the Proposer’s name and address, the name of this solicitation “JOC SOQ Technical Proposal”, the type(s) of work discipline for which the SOQ is being submitted and the date and time that the SOQ is due.
C. Each SOQ Technical Proposal shall also contain in an appendix a completed copy of each of the following attachments, all with original manual ink signatures:

   1. Attachment A: Firm’s General Information Sheet
   2. Attachment B: Conflict of Interest Certification Form
   3. Attachment C: RFQ Addendum and Submittal Certification Form
   4. A clear photocopy of the Proposer’s current renewal card for its Arizona contractor license(s).
   5. Current references.

3.03 The Price Proposal containing the appropriate Proposal Form Part 1 and any other relevant pricing information shall be separately submitted. Deliver one (1) completed copy in a sealed envelope separate from the SOQ Technical Proposal package.

A. The sealed envelope containing the Price Proposal shall be clearly marked with the Proposer’s name and address, “JOC Price Proposal”, noting the type of work discipline or category for which the Price Proposal is being submitted and the date and time that the Price Proposal is due.

B. The Price Proposal envelope shall contain:

   1. Completed Proposal Form – Part 1 for applicable work category with relevant pricing information.
   2. Completed Proposal Bond or other proper proposal security.
   3. Completed Qualification of Business Organization Signature Form
   4. A clear photocopy of the Proposer’s current renewal card for its Arizona contractor license(s).

C. Use only the forms contained herein or photocopies thereof. All required signatures and initials must be original manual ink signatures and initials of the signer. Copies of signed documents are not acceptable. Proposers are cautioned to complete all blank spaces on all Forms. Failure to complete all blanks will be a basis for rejection of the proposal.

3.04 All entries on Proposal Forms must be entered in ink or typewritten. NO alterations or interlineations are permitted to the printed content of the Proposal Form. Any alterations or erasures in the content furnished by the Proposer shall be made before submission and be initialed by the signer of the Proposal Form or by signer's authorized representative. An authorization letter to the Owner naming such a representative, and bearing the original manual ink signature of the signer of the Proposal Form, shall be attached to the Proposal Form when this procedure is used.

3.05 A proper security (a certified or cashier's check, or a proposal bond utilizing the form contained in the Proposal Documents or a photocopy thereof) in the amount of $5,000 must accompany each Price Proposal when submitted. One instrument of security will be required for each Price Proposal envelope submitted. See Section 3.08 and Section 11 for submission of and interest in multiple work categories.
3.06 Proposers are advised that all contracts awarded as a result of this solicitation will require a written commitment from the Contractor to maintain a bond in the amount of the project up to $1,999,999.00, and a written commitment from the Contractor’s bonding agent to provide immediate notice to the Owner should such available capacity become impaired.

If the Contractor is unable to maintain $1,999,999.00 in available bonding capacity, he shall state the limit he can maintain in Proposal Form Part I. Available bonding capacity of less than $1,999,999.00 may not eliminate Contractor from consideration, but may render Contractor ineligible for larger projects.

3.07 Requests for clarification on information pertaining to this Request for Qualification or Request for Proposal shall be received no later than ten (10) days prior to the time and date the responses are due. Interpretation and/or correction shall be provided as written addenda and posted on the Owner’s website.

3.08 For Proposers interested in more than one type of work category they shall submit one complete SOQ Technical Proposal Package and one complete Price Proposal envelope for each category of interest as noted in Sections 3.02 and 3.03 above.

4. **Investigation of Conditions**

Before proposing, Offeror shall examine the campus and local area and fully determine the conditions under which he will operate in performing the work under this contract. No allowance will be made subsequently for his failure to do so. Offeror shall satisfy themselves as to the general nature of the work and the general and local conditions. Offeror shall gain full knowledge as to transportation, demolition and disposal, handling and storage of materials, parking, etc., in the area which will have a bearing on the performance of the work and the contract for which a proposal is submitted.

Any failure by the Offeror to acquaint themselves with all the available information shall not relieve themselves from any responsibility for performing the work properly or from any agreed upon price.

No additional compensation shall be allowed for conditions reasonably ascertainable by Offeror prior to submission of his Proposal which allegedly increase Proposer’s cost to perform the work due to such conditions not having been known to exist or anticipated by him when submitting his proposal.

Offerors are cautioned that certain work hour restrictions (Owner, City of Tucson, or both) may apply to projects under these contracts, and that all such applicable restrictions will be strictly enforced. Refer to General Requirements for details of Owner’s restrictions and regulations.
5. **Basis of Award**

5.01 General

A. Award of multiple Contracts resulting from this solicitation shall be determined in accordance with ABOR Policy using the source selection procedures described herein. The proposals will be evaluated in a two-step process. The SOQ Technical Proposals will be evaluated first, then the Price Proposals. A committee of qualified personnel will evaluate proposals submitted in response to this solicitation. Comprising a total of 100 points, appropriate weights have been assigned to the THREE AREAS of primary importance in the SOQ Technical Proposal, herein referred to as "areas", and the decision of the Owner regarding this assignment of weights will be final. These areas, listed with appropriate weights, are as follows:

1. Demonstrated Project Management Ability 30 points
2. Subcontractor Management and Support Capability 30 points
3. Demonstrated Construction and JOC Experience 40 points

B. Following an in-depth analysis, evaluation, and shortlist of the areas of primary consideration shown above, as well as a thorough evaluation of the unit price coefficients and the overhead and profit fee factor, award will be made to the Contractor(s) whose proposal(s) are determined to be the most advantageous to the Owner. Subjective judgment on the part of the Owner is implicit in the source selection process. Therefore, the Owner reserves the right to award to other than the lowest unit price coefficients and factors.

C. All Proposers will receive a copy of Owner's Notice Of Intent to Award when the notices are issued to the selected contractors. At this time, unsuccessful proposers will be offered the opportunity to meet with the Owner on an individual basis after completion of the award process for a debriefing regarding their proposal.

D. The anticipated schedule for this selection process and JOC cycle is as follows:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ+RFP Available</td>
<td>May 5, 2022</td>
</tr>
<tr>
<td>Mandatory Pre-Submittal Meeting</td>
<td>May 19, 2022</td>
</tr>
<tr>
<td>Last day for questions and clarifications</td>
<td>May 23, 2022</td>
</tr>
<tr>
<td>SOQ Technical Proposal and Price Proposal Due</td>
<td>May 26, 2022</td>
</tr>
<tr>
<td>Owners Technical Proposal and Price Proposal Due</td>
<td>June 2022</td>
</tr>
<tr>
<td>JOC Contract Awards</td>
<td>July 2022</td>
</tr>
</tbody>
</table>

5.02 Selection Procedures

A. The Owner will use selection procedures described herein to select successful Proposer(s).

B. Each Proposer’s Proposal will be thoroughly evaluated and awards made to the
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Proposer(s) whose Proposal(s) are judged to be most advantageous to the Owner based on evaluation criteria set forth below.

C. No award shall be made to any Proposer determined to be non-responsive and non-responsible in accordance with the provisions of this solicitation.

D. Evaluation of SOQ Technical Proposals

1. The evaluation of SOQ Technical Proposals will be performed prior to opening and evaluation of Price Proposals and will be based on the ability of each Proposer to effectively manage a multi-discipline/multi-project construction program.

2. The evaluation will be based on a total of 100 points and divided into three general areas, with in-depth examinations made of each.

3. These areas are listed below with appropriate weights to be used in the evaluation and shortlisting process.

4. The tabs and divisions identified below are referenced from the following Section Titled “Preparation Of Technical Proposals”.

Tab A Cover Letter 0 Points

Tab B Demonstrated Project Management Ability 30 Points
   1. Key Project Management Staff
   2. Quality Control Plan
   3. Financial Capability/Management
   4. Technical Support Staff

Tab C Subcontractor Management and Support Capability 30 Points
   1. Subcontract Management
   2. Subcontractor Pre-qualification Plan
   3. Purchasing System/Level of Subcontracting

Tab D Company Construction and JOC Experience 40 Points
   1. Completed Projects of a Similar Size and Nature
   2. JOC Contract and JOC Work Experience
   3. UA JOC Contract and UA JOC Work Experience
   4. Experience with a wide variety of work types and environments.
   5. Experience with varying project needs and conditions.

Tab E Appendix 0 Points

5. The Owner reserves the right to shortlist a number of Proposers based upon the evaluation of the SOQ Technical Proposals.
E. Evaluation of Price Proposals

1. In order to determine the subsequent ranking of proposals based on price, only proposals shortlisted from the technical evaluation will be evaluated and compared by using the relative difference between Price Proposals. The Owner will then select a minimum of three Proposers with the lowest combined weighted score from the Price Proposals in each trade or discipline.

2. The Price Proposals will contain the Unit Price Book (UPB) coefficient and the Overhead and Profit fee factor and will be evaluated based on a total combined weighted score of 100 points, distributed as follows:

   a. Unit Price Book (UPB) Coefficient 25 Points
   b. Overhead and Profit Fee Factor 75 Points

3. Cost data to be contained in the Price Proposal envelope package is to be used to determine the Proposer’s overall understanding of program requirements, how their coefficient and fee factor where developed and their ability to perform.

4. Only envelopes containing UPB coefficient and Overhead and Profit fee factor information from shortlisted proposers will be opened and examined after completion of evaluation of all proposers’ SOQ Technical Proposals.

5. A Price Proposal may be considered unacceptable for the following reasons:
   a. Failure to provide adequate information in the SOQ Technical Proposal and/or Price Proposal as specified in these Instructions to Proposers.
   b. Failure to achieve a minimum standard in any of the technical areas listed in paragraph “D” above.
   c. The UPB coefficient and/or Overhead and Profit fee factor higher than competitive qualified proposals based on the relative scoring above.

6. Preparation of SOQ Technical Proposals

6.01 General Instructions

A. General Overview Discussion

1. Proposers are cautioned to submit enough information to enable the evaluation committee to fully ascertain each Proposer’s capability to do all of the requirements contemplated by this solicitation. Proposers are encouraged to include a completed AIA Contractor Qualification Form or equivalent form as part of their technical proposal.
2. All commitments made in the Proposal documents may become part of the resultant contract. The data submitted with each Proposal should be complete and concise, but not overly elaborate. Excessive reliance on promotional brochures is discouraged.

3. The Proposer is hereby advised that their proposal is presumed to represent their best efforts to respond to the solicitation.

**B. Financial Stability**

1. The burden of proof of financial and price credibility rests solely with the Proposer. Any significant inconsistency, if unexplained, raises a fundamental issue of the Proposer’s understanding of the project management and resources required and/or their ability to perform the contract. This may be grounds for rejection of his Proposal, or a basis for determination of non-responsiveness.

2. The SOQ Technical Proposals shall not include prices or pricing information. The SOQ Technical Proposals must only include information necessary to enable the evaluators to make a decision regarding the Proposer’s ability to perform complete project management of required construction services.

3. Project management includes the full spectrum of activities such as estimating, proposal preparation, purchasing and management of material, equipment and subcontracts, work scoping and planning, superintendence of construction and quality control.

4. Additional clarification of these requirements can be obtained from information provided in each section of the technical proposals requirements presented below, as well as the evaluation factors for award identified in BASIS OF AWARD above.

**C. Clarification**

1. Proposers may, at the discretion of the Owner, be asked to provide more information and clarification regarding their proposals.

**D. Responsibilities**

1. The Proposer shall be held responsible for the validity of all information supplied in their Proposal, including that provided by potential subcontractors.

2. The SOQ Certification Form will contain the following statement followed by the signature and title of an official authorized to obligate the company.

   “The information contained in this Statement of Qualifications is accurate and true to the best of my knowledge.”

3. Should subsequent investigation disclose that the facts and conditions were not as stated, the Proposal may be rejected or any resulting contract may be
canceled.

6.02 Specific Instructions – SOQ Technical Proposal Content

A. Cover Letter (0 points)

B. Demonstrated Project Management Ability (30 Points) – Overall ability to manage and coordinate multiple diverse projects.

1. Key Project Management Staff

a. Provide an organization chart describing functions, responsibilities and authorities for performing such duties as overall project management, site superintendence, scheduling, estimating, and quality control.

b. Provide résumés for proposed personnel to include background, education, and experience.

c. Clearly define support and interface with home office or corporate headquarters for such aspects as financial, management and technical support.

2. Quality Control Plan

a. Submit a complete and functional quality control program plan which will become a compliance document upon contract award.

b. This plan should address all aspects of quality control to include responsibility for surveillance of work, acceptance, rejection, cost accounting and documentation and resolution of deficiencies, trend analysis and corrective action, and interface with Owner’s inspectors.

3. Financial Capability

a. Describe plan for assuring required bonding requirements are satisfied.

b. Address plan for covering phase-in and initial performance costs prior to contractual recoupment of these costs.

c. It is expected that Proposers will be required to cover an initial cash float until such time as an adequate number of work orders can be issued to provide reimbursement of these initial operating expenses.

4. Technical Support Staff

a. Indicate number of personnel and duties of proposed technical staff for the successful execution of the work including, but not limited to, quality control,
construction administration, surveying, drafting, clerical, etc.

b. Proposers should specify criteria (skill levels, experience and background) for personnel in these positions. Résumés are acceptable.

c. Provide a list of proposed technicians and technical support.

C. **Subcontractor Management and Support Capability (30 Points)** - Overall selection and management of subcontractors.

1. **Subcontract Management**

   a. Describe company policy, procedures and responsibilities for post-award management of subcontractors.

   b. Describe method for site superintendence, quality control (may refer to applicable sections above), and plan for scheduling and performance of quick response.

   c. Proposers are reminded that a basic objective of the job order contracting concept is quick response.

   d. SB/DB/SDB participation and goals.

2. **Subcontractor Pre-qualification Plan**

   a. Provide specific information on your Subcontractor Pre-qualification Plan that should be in compliance with the Agreement and General Conditions. Contractor will use their described process to select its various trade subcontractors required to complete the work including but not limited to site work, civil/utility, demolition, roofing, mechanical, electrical, plumbing, steel, concrete, carpentry and fire protection subcontractors.

   b. The actual pre-qualification of subcontractors is not part of this RFQ but will occur during each Work Order negotiation.

   c. The subcontractor pre-qualification plan will apply only to General Construction, not Electrical, Mechanical, Civil/Utility or Building Automation prime construction work.

3. **Purchasing System/Level of Subcontracting**

   a. Describe proposed degree of subcontracting versus in-house performance of actual construction tasks.

   b. When the Contractor proposes to perform certain items of work with its own forces and so indicates on its Work Order Proposal, the Contractor shall perform the work so designated unless the Owner has a reasonable objection.
D. Company Construction and JOC Experience (40 Points) – Detailed discussion
and overview of local relevant project and contract experience.

1. In order for the Owner to evaluate the quality and extent of related experience
which is comparable to the work requirements of this solicitation, Proposers are
required to provide relevant experience data.

2. This information shall address contracts held within the last five years. Please
identify the number of contracts held, contract period, description of work
performed, dollar value, and point of contact with the contracting agency. These
contracts may be either commercial or government and should have been for the
management of multi-discipline/multi-project construction efforts.

3. Of particular interest and importance is attention to the following parameters:
   a. Completed projects of a similar size and nature.
   b. JOC Contract and JOC Work experience.
   c. UA JOC Contract and UA JOC Work experience.
   d. Discussion and experience attending to a wide variety of project types and
      work environments with varying degrees of complexity and challenges. i.e.,
      clean room upgrades to sidewalk replacements, animal holding facilities to
      bicycle parking areas, medical equipment relocations to structural repairs,
      etc.
   e. Discussion and experience with accommodating varying project needs and
      fluctuating work conditions that occur during the construction phase of a
      project.

D. Appendix (0 Points) – Supplemental information as described earlier.

7. Preparation of Price Proposals

7.01 Each Proposer must submit a Unit Price Book (UPB) coefficient to be used for unit price
work and an Overhead and Profit fee factor for non pre-priced work.

7.02 In addition, the Proposer shall provide all cost and pricing information and rationale used
to compute their respective UPB coefficient and Overhead and Profit fee factor. This
information shall include amounts for overhead, general and administration expenses,
in-house staff by position and salary, lease costs, office equipment, bond cost and profit.
These amounts shall be separately identified by each item of expense. This cost and
pricing information will be treated by the Owner as confidential unless otherwise
indicated by Proposer. The development of pricing for project specific Work Orders
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using either method is described in General Requirements Section 01010.

7.03 The Proposer’s UPB coefficient shall be “net”, (e.g., 1.1000) or an adjustment “decrease from” (e.g., .9500) or “increase to” (e.g., 1.1000) to the unit prices listed in the UPB. Proposers who submit separate coefficients for separate line items will be considered non-responsive and the proposal will be rejected. Only one coefficient may be submitted for each Proposal Form Part 1.

7.04 The Proposer’s coefficient must contain allowances for overhead, profit, bond premiums, insurance, taxes, mobilization, parking permits, work order proposal development, design services in accordance General Requirements section 01010, and all contingencies in connection therewith, as no allowance will be made later for any other than prepriced or non-prepriced item unit prices.

7.05 The Proposer’s Overhead and Profit fee factor will be a percentage increase to the direct costs of the Work. The Proposer shall provide the development and rationale used to compute their Overhead and Profit fee factor. The fee factor should include those costs not allowed as General Conditions expenses and exclude bond, insurance and tax costs.

7.06 All information concerning the Proposer’s UPB coefficient and Overhead and Profit fee factor, including the Proposal Form Part 1, shall be enclosed in Price Proposal sealed envelope as described earlier.

8. **Proposal Withdrawal**

Any Proposer may withdraw his proposal, either personally or by written request, at any time prior to the scheduled closing time for receipt of proposals. No proposal may be withdrawn and proposals shall remain irrevocable for ninety (90) days after the scheduled closing time for receipt of proposals.

9. **Addenda**

Should a Proposer find discrepancies in, or omissions from, these RFQ and RFP documents, or should he be in doubt as to their meaning, he should at once notify Lorna Gray via email at lornagray@arizona.edu or phone at (520) 621-9372, who will post a written instruction, correction or interpretation in the form of an addendum to each person registering for this solicitation. The deadline for submission of inquiries shall be ten (10) days before the Proposals are due. The Owner will not be responsible for any explanations or interpretations except those duly issued in the form of written Addenda. Addenda so issued shall be acknowledged with both the SOQ Technical Proposal and the Price Proposal Form 1 and will be made part of the contract documents. Such Addenda shall be binding on all Proposers, and it shall be the responsibility of all Proposers to ascertain the existence of Addenda and the content of each and to acknowledge same on the Proposal Form.
10. **The Contract Documents Are Complementary**

Work required by any one of the Contract Documents shall be binding as if required by all. The intention of the Documents is to include all labor, equipment, material or other items inferable from the documents as being necessary to produce the intended results.

11. **Proposers Interested In More Than One (1) Proposal**

No person, firm, or corporation shall be allowed to make or file, more than one (1) Proposal package for the same type of work category under this contract. However, firms may submit multiple SOQ Technical Proposals and Price Proposals for different types of work categories. A person, firm, or corporation who has submitted a subcontract bid to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-bid or quoting prices to other proposers, but is disqualified from submitting a Proposal for the same contract as a Proposer. All Proposers are disqualified from submitting sub-bids or quoting material prices to other Proposers on the same contract.

12. **Acceptance Or Rejection Of Proposals**

The Owner reserves the right to reject any or all proposals, and to waive or decline to waive any irregularities in any proposal received.

13. **Evidence Of Qualifications And Responsibility**

Upon request of the Owner, a Proposer whose Proposal is under consideration for the award of the Contract shall submit promptly to the Owner additional satisfactory evidence showing the Proposer's financial resources, their construction experience, organization, and resources available for the performance of the Contract.

14. **Regulations and Pro Forma Agreement**

Should this RFQ and RFP result in an Agreement, the Agreement will be subject to all the provisions of the University Procurement Code as issued by the Arizona Board of Regents, with all applicable Arizona Revised Statutes, and will include all the terms, clauses and conditions of the University Procurement Code. A copy of the Pro Forma Agreement and General Conditions, which will be used for this JOC Contract are included in this document.

Submission of a SOQ Technical Proposal and Price Proposal shall constitute acceptance by the Proposer of all the terms, clauses and conditions of this Pro Forma Agreement and General Conditions.
15. **Affirmative Action**

Any Proposer, in performing services under Agreement with the University of Arizona, shall not discriminate against any worker, employee, applicant, or any member of the public because of race, color, ethnicity, religion, sex, national origin, age, disability, veteran status, sexual orientation, gender identity or other protected category. The University also prohibits retaliation because an individual has engaged in a protected activity.

The Proposer shall incorporate these requirements into all subcontracts entered into with sellers of materials and services, and all labor, or whom may perform and such labor or services in connection with the Agreement with the University of Arizona.

16. **Policy on Sexual Harassment**

All successful contractors will be required to comply with the University of Arizona Policy on Sexual Harassment (adopted 12/82 - revised 11/88, 04/14/04, and 03/08/12). The University prohibits sexual harassment by any person on University premises or at University affiliated functions.

17. **Drugs, Alcohol and Firearms**

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

18. **Recycling and Reuse of Salvaged/Surplus and Waste Materials**

A. The University of Arizona encourages its construction contractors to consider the recycling for reuse of all usable salvaged and surplus building materials through the program operated by Habitat-TMM ReStore or any similar non-profit program operated by a responsible independent social service agency.

B. The University of Arizona encourages its construction contractors to consider the recycling of all corrugated cardboard boxes used for the shipping of construction materials. Deliver the boxes to the Custodial compound between 7:30 am and 5:00 pm. There is no charge for this service.
19. **Mandatory Pre-Submittal Meeting**

Due to the nature of this solicitation, the Owner is requiring all interested Proposers to attend a Mandatory Pre-Submittal Meeting. This requirement applies to all General, Electrical, Mechanical, Civil/Utility and Building Automation prime contract Proposers. A short information session on this solicitation and the JOC program and concept will be included in the Pre-Submittal Meeting format.

Prime contract Proposals will be accepted from attendees only.

**End of Instructions to Proposers**
University of Arizona Job Order Contract
ATTACHMENT A: FIRM’S GENERAL INFORMATION SHEET

COMPANY NAME:__________________________________________________________

ADDRESS: ______________________________________________________________

PHONE: ______________________ FAX: __________________________

NAME OF PRIMARY CONTACT: _____________________________________________

EMAIL ADDRESS: _________________________________________________________

NAME OF AUTHORIZED CONTRACT SIGNER(S): _______________________________

YEARS IN BUSINESS UNDER ABOVE NAME: ______ CONTRACTOR LICENSE NO:__________

CLASS: ______________ STATE: _____________________________________________

OTHER LICENSE(S) HELD BY FIRM: __________________________________________

BONDING COMPANY: __________________AGENT: _____________________________

CHECK AREAS OF INTEREST:
GENERAL CONSTRUCTION [ ] ELECTRICAL [ ] CIVIL/UTILITY [ ]
BUILDING AUTOMATION [ ] MECHANICAL [ ]

CHECK ALL THAT APPLY:
BUSINESS TYPE
[ ] SOLE PROPRIETORSHIP [ ] PARTNERSHIP [ ] CORPORATION [ ] STATE OF INCORPORATION

DIVERSITY BUSINESS OWNER DESIGNATION
[ ] WOMEN-OWNED [ ] WOMEN-OWNED MINORITY-OWNED [ ] MINORITY-OWNED
[ ] DISABLED BUSINESS OWNER [ ] DISABLED VETERAN [ ] DISADVANTAGED
[ ] NON-PROFIT GOVERNMENT EDUCATION

ORGANIZATION SIZE CLASSIFICATION
[ ] INDIVIDUAL [ ] SMALL - AZ (LESS THAN $4M GROSS/YR OR LESS THAN 100 FTE)
[ ] LARGE [ ] SMALL - FEDERAL (LESS THAN $8M GROSS/YR)
[ ] NONE OF THE ABOVE

SPECIFIC PARENT COMPANY INFORMATION, NOT ALREADY LISTED ON FORM:

________________________________________________________________________

________________________________________________________________________
Conflict of Interest Certification Form

Failure to provide a valid signature affirming the stipulations required by the Certification shall result in the rejection of the Statement of Qualifications. Signing the Certification with a false statement shall void the SOQ, and may subject the Respondent to legal remedies provided by law.

The undersigned certifies that to the best of his/her knowledge: (check one)

( ) There is no officer or employee of The University of Arizona who has, or whose relative has, a substantial interest in any Contract award subsequent to this RFQ.

( ) The names of any and all public officers or employees of The University of Arizona who have, or whose relative has, a substantial interest in any contract award subsequent to this RFQ are identified by name as part of this submittal.

The undersigned certifies that his/her Firm and/or Team: (check one)

( ) IS

( ) IS NOT currently debarred, suspended, or proposed for debarment by any Federal entity. The undersigned agrees to notify the University of any change in this status, should one occur, until such time as an award has been made under this procurement action.

The undersigned certifies that making the submittal did not involve collusion or other anti-competitive practices. The Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Statement of Qualifications.

_______________________________
(firm)

_______________________________
(authorized individual)

_______________________________
(title)

_______________________________
(signature)

_______________________________
(date)
Addendum Acknowledgement

Failure to provide acknowledgment of all addenda and a valid signature below shall result in the rejection of the Statement of Qualifications.

___________________________________ ___________________________________
addendum number dated

___________________________________ ___________________________________
addendum number dated

___________________________________ ___________________________________
addendum number dated

___________________________________ ___________________________________
addendum number dated

Statement of Qualifications Submittal Certification

The undersigned hereby offers a statement of qualifications and certifies that it is true and accurate to the best of their knowledge. The undersigned also acknowledges that they have read and accept all the terms, clauses and conditions of the Form of Agreement.

FORM OF AGREEMENT: The undersigned hereby offers a statement of qualifications with acknowledgement that the Form of Agreement is acceptable.

“The information contained in this Statement of Qualifications is accurate and true to the best of my knowledge.”

___________________________________
(firm)

___________________________________
(authorized individual)

___________________________________
(title)

___________________________________
(signature)

___________________________________
(date)
PROPOSAL BOND
Job Order Contract

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

______________________________________________________________ as
Principal, and ______________________________________________________________ as
Surety, are hereby held and firmly bound unto the Arizona Board of Regents for and on behalf
of The University of Arizona as Owner in the penal sum of Five Thousand Dollars ($5,000) for
the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
our heirs, executors, administrators, successors and assigns. Signed, this _________day of
__________, 20__. 

The condition of the above obligation is such that whereas the Principal has submitted to
the Owner a certain Proposal, attached hereto and hereby made a part hereof to enter into a
contract in writing, for performance of work under a Job Order Contract.

NOW THEREFORE,

(a) If said Proposal shall be rejected, or in the Alternate,

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

The Surety, for value received, hereby stipulates and agrees that the
obligations of said Surety and its bond shall be in no way impaired or affected by
any extension of the time within which the Owner may accept such Proposal; and
said Surety does hereby waive notice of any such extension.
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

______________________________(L.S.)
Principal

Surety

By

SEAL
**QUALIFICATION OF BUSINESS ORGANIZATION SIGNATURE**

**MEETING OF THE GOVERNING BOARD**

---

**Part A.**

_____________________________, An Arizona ___________________  
(Organization Name)  
(Organization Type)

RESOLVED:

That ____________________________, ___________________________ of this  
(Name)  
(Position)

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

_____________________________________________ Dollars ($_____________________).

(Signature of individual named above)

---

**Part B.**

**CERTIFICATION OF PART A**

I hereby certify that I am a duly elected and qualified ______________________ of  
(Position of person signing below)  
____________________________________________________, the above  
(Organization Name)

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

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

Place **SEAL** here if your  
Organization has an authorized Seal  
(Signature – **not** the same person named in Part A)

____________________________________  
(Typed name)

**Must be submitted with bid/proposal if firm is NOT a Partnership or Sole Proprietorship.**
Gentlemen:

1. In compliance with your Notice to Contractors of Intent to Receive Proposals, Instructions to Proposers, University Procurement Code and applicable State and Federal Regulations, the undersigned hereby proposes to furnish the necessary materials and equipment and to provide the transportation necessary to perform the Work on small Construction Projects (less than $1,999,999.00 in construction cost) to be done under a Job Order Contract on the campus of The University of Arizona and other locations within the State of Arizona, in strict accordance with plans and specifications to be issued by The University of Arizona on a project by project basis, and agrees upon receipt of a Notice of Intent To Award showing acceptance of this Proposal within ninety (90) calendar days after date of opening thereof, that he will execute a contract in accordance with the Proposal as accepted, and that he will give a written commitment to furnish performance and payment bonds for each project, with sufficient surety, each in the amount of one hundred percent (100%) of the Work Order amount, and submit required insurance certificates, all within five (5) working days after the receipt of the Notice of Intent To Award the Job Order Contract. Each Proposer must submit a Unit Price Book (UPB) coefficient and a Overhead and Profit fee factor.

The Undersigned Proposer hereby agrees that he will perform all the work called for by a Work Order for a lump sum price calculated in accordance with General Requirements Section 01010 using the following Unit Price Book (UPB) coefficient or Overhead and Profit fee factor:

Work with a maximum of $1,999,999.00 in Construction Cost:

General Construction Unit Price Book (UPB) Coefficient

General Construction Overhead and Profit Fee Factor

2. Available bonding capacity throughout the life of the Contract:

3. Enclosed is the required Proposal Security in the amount of Five Thousand Dollars ($5,000).

4. It is understood and agreed that the work under the contract on each project shall be commenced by the Undersigned Proposer, as Contractor, if awarded the Work for the project, in accordance with the Work Order and Notice to Proceed and shall be completed by the Undersigned Proposer, as Contractor, not later than the number of calendar days stated in the Work Order after the commencement date shown in the Notice to Proceed.
5. If the work is not completed by the designated day, the Contractor shall pay the Owner the amount stated in the Work Order as liquidated damages for each day after the designated day during which the work on the project remains uncompleted.

Subsequently, if the Work, including satisfactory closeout submittals as required, is not totally and finally completed within the time period designated in the Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages for each day after the designated date during which the Work remains uncompleted. The amount of liquidated damages will be determined on a project by project basis.

6. Addenda (Proposer shall signify receipt of Addenda, if any):

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

DATE _____________________________

____________________________ ___________________________________
(Official Name of Firm)    (Business Address)

(Individual)(Partnership)(Corporation)

BY ______________________________

(Contractor's License Number)    (Business Address)
Gentlemen:

1. In compliance with your Notice to Contractors of Intent to Receive Proposals, Instructions to Proposers, University Procurement Code and applicable State and Federal Regulations, the undersigned hereby proposes to furnish the necessary materials and equipment and to provide the transportation necessary to perform the Work on small Construction Projects (less than $1,999,999.00 in construction cost) to be done under a Job Order Contract on the campus of The University of Arizona and other locations within the State of Arizona, in strict accordance with plans and specifications to be issued by The University of Arizona on a project by project basis, and agrees upon receipt of a Notice of Intent To Award showing acceptance of this Proposal within ninety (90) calendar days after date of opening thereof, that he will execute a contract in accordance with the Proposal as accepted, and that he will give a written commitment to furnish performance and payment bonds for each project, with sufficient surety, each in the amount of one hundred percent (100%) of the Work Order amount, and submit required insurance certificates, all within five (5) working days after the receipt of the Notice of Intent To Award the Job Order Contract. Each Proposer must submit a Unit Price Book (UPB) coefficient and a Overhead and Profit fee factor.

The Undersigned Proposer hereby agrees that he will perform all the work called for by a Work Order for a lump sum price calculated in accordance with General Requirements Section 01010 using the following Unit Price Book (UPB) coefficient or Overhead and Profit fee factor:

Work with a maximum of $1,999,999.00 in Construction Cost:

   Electrical Construction Unit Price Book (UPB) Coefficient  
   Electrical Construction Overhead and Profit Fee Factor

2. Available bonding capacity throughout the life of the Contract: 

3. Enclosed is the required Proposal Security in the amount of Five Thousand Dollars ($5,000).

4. It is understood and agreed that the work under the contract on each project shall be commenced by the Undersigned Proposer, as Contractor, if awarded the Work for the project, in accordance with the Work Order and Notice to Proceed and shall be completed by the Undersigned Proposer, as Contractor, not later than the number of calendar days stated in the Work Order after the commencement date shown in the Notice to Proceed.
5. If the work is not completed by the designated day, the Contractor shall pay the Owner the amount stated in the Work Order as liquidated damages for each day after the designated day during which the work on the project remains uncompleted.

Subsequently, if the Work, including satisfactory closeout submittals as required, is not totally and finally completed within the time period designated in the Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages for each day after the designated date during which the Work remains uncompleted. The amount of liquidated damages will be determined on a project by project basis.

6. Addenda (Proposer shall signify receipt of Addenda, if any):

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

DATE ___________________________

____________________________ ___________________________________
(Official Name of Firm) (Individual)(Partnership)(Corporation)

BY ______________________________

_________________________________
(Contractor's License Number) (Business Address)
Gentlemen:

1. In compliance with your Notice to Contractors of Intent to Receive Proposals, Instructions to Proposers, University Procurement Code and applicable State and Federal Regulations, the undersigned hereby proposes to furnish the necessary materials and equipment and to provide the transportation necessary to perform the Work on small Construction Projects (less than $1,999,999.00 in construction cost) to be done under a Job Order Contract on the campus of The University of Arizona and other locations within the State of Arizona, in strict accordance with plans and specifications to be issued by The University of Arizona on a project by project basis, and agrees upon receipt of a Notice of Intent To Award showing acceptance of this Proposal within ninety (90) calendar days after date of opening thereof, that he will execute a contract in accordance with the Proposal as accepted, and that he will give a written commitment to furnish performance and payment bonds for each project, with sufficient surety, each in the amount of one hundred percent (100%) of the Work Order amount, and submit required insurance certificates, all within five (5) working days after the receipt of the Notice of Intent To Award the Job Order Contract. Each Proposer must submit a Unit Price Book (UPB) coefficient and a Overhead and Profit fee factor.

The Undersigned Proposer hereby agrees that he will perform all the work called for by a Work Order for a lump sum price calculated in accordance with General Requirements Section 01010 using the following Unit Price Book (UPB) coefficient or Overhead and Profit fee factor:

**Work with a maximum of $1,999,999.00 in Construction Cost:**

- Mechanical Construction Unit Price Book (UPB) Coefficient
- Mechanical Construction Overhead and Profit Fee Factor

2. Available bonding capacity throughout the life of the Contract: 

3. Enclosed is the required Proposal Security in the amount of Five Thousand Dollars ($5,000).

4. It is understood and agreed that the work under the contract on each project shall be commenced by the Undersigned Proposer, as Contractor, if awarded the Work for the project, in accordance with the Work Order and Notice to Proceed and shall be completed by the Undersigned Proposer, as Contractor, not later than the number of calendar days stated in the Work Order after the commencement date shown in the Notice to Proceed.
5. If the work is not completed by the designated day, the Contractor shall pay the Owner the amount stated in the Work Order as liquidated damages for each day after the designated day during which the work on the project remains uncompleted.

Subsequently, if the Work, including satisfactory closeout submittals as required, is not totally and finally completed within the time period designated in the Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages for each day after the designated date during which the Work remains uncompleted. The amount of liquidated damages will be determined on a project by project basis.

6. Addenda (Proposer shall signify receipt of Addenda, if any):

   No. ____________, dated ____________

   No. ____________, dated ____________

   No. ____________, dated ____________

   No. ____________, dated ____________

   No. ____________, dated ____________

   No. ____________, dated ____________

   DATE _____________________________

   (Official Name of Firm) _____________________________
   (Individual)(Partnership)(Corporation)

   BY _____________________________

   (Contractor's License Number) _____________________________
   (Business Address)
Gentlemen:

1. In compliance with your Notice to Contractors of Intent to Receive Proposals, Instructions to Proposers, University Procurement Code and applicable State and Federal Regulations, the undersigned hereby proposes to furnish the necessary materials and equipment and to provide the transportation necessary to perform the Work on small Construction Projects (less than $1,999,999.00 in construction cost) to be done under a Job Order Contract on the campus of The University of Arizona and other locations within the State of Arizona, in strict accordance with plans and specifications to be issued by The University of Arizona on a project by project basis, and agrees upon receipt of a Notice of Intent To Award showing acceptance of this Proposal within ninety (90) calendar days after date of opening thereof, that he will execute a contract in accordance with the Proposal as accepted, and that he will give a written commitment to furnish performance and payment bonds for each project, with sufficient surety, each in the amount of one hundred percent (100%) of the Work Order amount, and submit required insurance certificates, all within five (5) working days after the receipt of the Notice of Intent To Award the Job Order Contract. Each Proposer must submit a Unit Price Book (UPB) coefficient and a Overhead and Profit fee factor.

The Undersigned Proposer hereby agrees that he will perform all the work called for by a Work Order for a lump sum price calculated in accordance with General Requirements Section 01010 using the following Unit Price Book (UPB) coefficient or Overhead and Profit fee factor:

**Work with a maximum of $1,999,999.00 in Construction Cost:**

- Civil/Utility Construction Unit Price Book (UPB) Coefficient
- Civil/Utility Construction Overhead and Profit Fee Factor

2. Available bonding capacity throughout the life of the Contract:

3. Enclosed is the required Proposal Security in the amount of Five Thousand Dollars ($5,000).

4. It is understood and agreed that the work under the contract on each project shall be commenced by the Undersigned Proposer, as Contractor, if awarded the Work for the project, in accordance with the Work Order and Notice to Proceed and shall be completed by the Undersigned Proposer, as Contractor, not later than the number of calendar days stated in the Work Order after the commencement date shown in the Notice to Proceed.
5. If the work is not completed by the designated day, the Contractor shall pay the Owner the amount stated in the Work Order as liquidated damages for each day after the designated day during which the work on the project remains uncompleted.

Subsequently, if the Work, including satisfactory closeout submittals as required, is not totally and finally completed within the time period designated in the Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages for each day after the designated date during which the Work remains uncompleted. The amount of liquidated damages will be determined on a project by project basis.

6. Addenda (Proposer shall signify receipt of Addenda, if any):

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

DATE _____________________________

___________________________________
(Official Name of Firm)
(Individual)(Partnership)(Corporation)

BY _______________________________

(Contractor's License Number)    (Business Address)
Gentlemen:

1. In compliance with your Notice to Contractors of Intent to Receive Proposals, Instructions to Proposers, University Procurement Code and applicable State and Federal Regulations, the undersigned hereby proposes to furnish the necessary materials and equipment and to provide the transportation necessary to perform the Work on small Construction Projects (less than $1,999,999.00 in construction cost) to be done under a Job Order Contract on the campus of The University of Arizona and other locations within the State of Arizona, in strict accordance with plans and specifications to be issued by The University of Arizona on a project by project basis, and agrees upon receipt of a Notice of Intent To Award showing acceptance of this Proposal within ninety (90) calendar days after date of opening thereof, that he will execute a contract in accordance with the Proposal as accepted, and that he will give a written commitment to furnish performance and payment bonds for each project, with sufficient surety, each in the amount of one hundred percent (100%) of the Work Order amount, and submit required insurance certificates, all within five (5) working days after the receipt of the Notice of Intent To Award the Job Order Contract. Each Proposer must submit a Unit Price Book (UPB) coefficient and a Overhead and Profit fee factor.

The Undersigned Proposer hereby agrees that he will perform all the work called for by a Work Order for a lump sum price calculated in accordance with General Requirements Section 01010 using the following Unit Price Book (UPB) coefficient or Overhead and Profit fee factor:

**Work with a maximum of $1,999,999.00 in Construction Cost:**

| Building Automation Const. Unit Price (UPB) Coefficient | ________________ |
| Building Automation Const. Overhead and Profit Fee Factor | ________________ |

2. Available bonding capacity throughout the life of the Contract: ________________

3. Enclosed is the required Proposal Security in the amount of Five Thousand Dollars ($5,000).

4. It is understood and agreed that the work under the contract on each project shall be commenced by the Undersigned Proposer, as Contractor, if awarded the Work for the project, in accordance with the Work Order and Notice to Proceed and shall be completed by the Undersigned Proposer, as Contractor, not later than the number of calendar days stated in the Work Order after the commencement date shown in the Notice to Proceed.
5. If the work is not completed by the designated day, the Contractor shall pay the Owner the amount stated in the Work Order as liquidated damages for each day after the designated day during which the work on the project remains uncompleted.

Subsequently, if the Work, including satisfactory closeout submittals as required, is not totally and finally completed within the time period designated in the Certificate of Substantial Completion, the Contractor shall pay the Owner liquidated damages for each day after the designated date during which the Work remains uncompleted. The amount of liquidated damages will be determined on a project by project basis.

6. Addenda (Proposer shall signify receipt of Addenda, if any):

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

No. ____________, dated ____________

DATE _____________________________

_________________________________
(Official Name of Firm)
(Individual)(Partnership)(Corporation)

BY ______________________________

(Contractor's License Number)    (Business Address)
UNIVERSITY OF ARIZONA
STANDARD FORM AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR JOB ORDER CONTRACTS
and
GENERAL CONDITIONS
OF THE
CONSTRUCTION AGREEMENT
FOR JOB ORDER CONTRACTS
May 5, 2022 Edition
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STANDARD FORM AGREEMENT BETWEEN OWNER AND CONTRACTOR

This “AGREEMENT” is made this _____ day of __________, in the year 20_____ by and between Arizona Board of Regents, for and on behalf of The University of Arizona (“Owner”), located in Tucson, Arizona, and _(contractor’s full legal name)_ ______ (“Contractor”), located at __________(address)_____, (each a “Party” or collectively the “Parties”). The terms of this Agreement are to be construed consistently with the other Contract Documents enumerated in Article 2 of this Agreement.

In consideration of the mutual promises of the parties, the Owner and the Contractor agree as set forth herein:

ARTICLE 1 SCOPE OF WORK

1.1 The Contractor shall perform all needed services and furnish all labor, materials, equipment, tools, supplies and other items necessary to satisfactorily complete all work, deliverables, and services in connection with awarded Work Orders at various locations throughout Arizona for the University of Arizona.

ARTICLE 2 CONTRACT DOCUMENTS

2.1 The “Contract Documents” are comprised of the following. In the event of a conflict in the Contract Documents, the Contract Documents will be applied in the following order of precedence:

a) This Agreement with all Exhibits and Attachments.
b) All General Requirements contained within this Owner’s Request for Qualifications (RFQ) and Request for Proposal (RFP) document.
c) Work Orders as issued for specific projects, as subsequently modified by any Change Orders or Amendments, if any.
d) Each project-specific Work Order’s Plans and Specifications (“Construction Documents”) as subsequently modified by any addenda.
e) UA Design and Specification Standards (DSS) current as of the date of each issued project-specific Work Order.
f) Owner’s Request for Qualifications (RFQ) and Request for Proposal (RFP) including all Addenda, Exhibits and Clarifications.
g) The Contractor’s proposal submission to both, as required by the RFQ and RFP, including any clarifications and revisions of the submission.
h) Any other Contract Documents as separately identified on each awarded Job Order, if any.
ARTICLE 3  INTERPRETATION AND INTENT

3.1 The Contract Documents are complementary and must be interpreted in harmony so as to avoid conflict or ambiguity, with words and phrases interpreted consistent with construction and design industry standards.

3.2 Terms, words and phrases used in the Contract Documents shall have the meanings as defined in the “Exhibit A – Contractor General Conditions” or if not specifically defined, their ordinary and common meaning.

3.3 The Contract Documents form the entire Agreement between Owner and Contractor and by incorporation herein are as fully binding on the parties as if set forth herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

3.4 Generally, the Drawings indicate dimensions, positions and details of construction; the Specifications establish criteria and quality for materials and standards for workmanship. All Work shall be performed in a workmanlike manner and all materials used shall be new and of the highest quality and of the type best adapted to their purpose unless otherwise specified.

3.5 The Agreement may only be changed by written modifications, and the Contractor understands and agrees that if the Contractor proceeds with any work upon verbal request only, Contractor is agreeing by his conduct that such work, or change in the work, constitutes a minor change.

ARTICLE 4  OWNERSHIP OF DOCUMENTS

4.1 The Owner, through this agreement with the Contractor or its separate agreement(s) with the Design Professional, has and shall continue to have ownership of all drawings, specifications, and other documents and electronic data furnished by the Design Professional. Should minor design services be required for some Work Orders the Contractor shall seek the services of an Arizona registered/licensed professional to prepare all required construction drawings.

4.2 The Owner shall also have ownership of documents or electronic data similar to those described in Article 4.1 above created by or in the possession of Contractor as well as any estimates, schedules, value engineering submissions, or other work product or deliverable furnished by Contractor to Owner. When the Contractor is required to provide design services through an Arizona registered/licensed professional the products of these services shall also become the property of the Owner.
ARTICLE 5  CONTRACT TIME

5.1 Owner and Contractor mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents. Contractor understands that the time(s) for completion(s) set forth in these documents are essential to the Owner and a material consideration for this Agreement.

5.2 The Work and Contract Time shall commence only if and when directed in written Notice to Proceed signed by the Owner, unless the Parties mutually agree otherwise in writing.

5.3 This Agreement shall be in effect for a 5 year time period from July 1, 2022 to June 30, 2027.

5.4 **Substantial Completion.** Substantial Completion of the Work (the Substantial Completion Date), as defined herein, shall be achieved no later than the date identified on each issued project-specific Work Order, subject to adjustments in accordance with the Contract Documents.

5.4.1 Interim milestones and/or Substantial Completion of identified portions or phases of the Work shall be achieved as identified on each issued project-specific Work Order, subject to adjustments in accordance with the Contract Documents.

5.5 **Final Completion.** Final Completion of the Work (the Final Completion Date), as defined herein, shall be achieved no later than 60 days after Substantial Completion or as mutually agreed to and established at Substantial Completion, whichever is less.

5.6 **Liquidated Damages.** Contractor understands and acknowledges that if Substantial Completion is not achieved by the Substantial Completion Date, Owner will suffer damages which are difficult to accurately quantify and ascertain. The Contractor agrees that if the Contractor should fail to achieve Substantial Completion by the date set forth in Article 5.4, as extended by any Change Orders, the Contractor agrees to pay and will pay Owner, in addition to all other sums the Contractor may be obligated to pay pursuant to the Contract Documents, the sum identified in each project-specific Work Order as liquidated damages for each calendar day that Substantial Completion extends beyond the scheduled Substantial Completion Date. In addition, if Final Completion is not attained within the time period defined by Article 5.5 above, Contractor shall be subject to liquidated damages for each calendar day that Final Completion extends beyond the required date. The liquidated damages provided for herein shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in Contractor achieving Substantial Completion or Final Completion on or after the established dates.
These sums for Substantial Completion liquidated damages and Final Completion liquidated damages may be withheld from the balance of the Contract Price as it becomes due. Should liquidated damages exceed the Contract Price due or to become due, then the Contractor shall pay the Owner the difference within 3 days of receipt of written demand.

ARTICLE 6 CONTRACT PRICE

6.1 Subject to increases and decreases for project-specific Work Order Change Orders in accordance with the Contract Documents, the Owner shall pay to the Contractor a Contract Price as identified in each project-specific Work Order, in progress payments as provided for in the Contract Documents. The Contract priced for each project specific Work Order shall be developed in accordance with General Requirements Section 01010 utilizing the applicable Unit Price Book (UPB) Coefficient and/or Overhead and Profit Fee Factor as established in the Notice of Intent to Award and presented below.

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<thead>
<tr>
<th>Construction work type category</th>
<th>Unit Price Book (UPB) Coefficient (RS Means Work)</th>
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6.2 When and if required the Owner shall pay the Contractor a mutually agreed upon fixed price for design and pre-construction phase services.

ARTICLE 7 PROCEDURE FOR PAYMENT

7.1 Progress Payments. Contractor shall separately submit to Owner on the last business day of each month Contractor’s Application for Payment, for each project-specific Work Order, based on the percentage of Work completed as agreed to by the Owner, in accordance with Section 7 of the “Exhibit A – Contractor General Conditions”. Payments for fixed price design and pre-construction services shall be separately invoiced.

7.2 Record Keeping and Finance Controls. With respect to all Work performed by Contractor, its Subcontractors and Consultants under this Agreement, the Contractor, its Subcontractors and any Consultants, shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles, and subject to approval by the Owner. During performance of the Work and for five (5) years after Final Payment, the Contractor shall retain and shall also require all Subcontractors and any Consultants to retain for
review and/or audit by the Owner all correspondence, meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs and all other matter related to the Work. Upon request by the Owner, a legible copy or the original of any or all such records shall be produced by the Contractor at any time during or after the Work as the Owner may request. The Contractor shall submit to the Owner upon request all payrolls, reports, estimates, records and any other data concerning Work performed or to be performed and concerning materials supplied or to be supplied, as well as Subcontractor or any Consultant payment applications or invoices and such Subcontractor’s or any Consultant’s progress payment checks. The requirements of this Article shall be provided for in all contracts between the Contractor and its Subcontractors and any Consultants employed by the Contractor.

ARTICLE 8 TERMINATION FOR CONVENIENCE

8.1 This Agreement may be terminated for the convenience of Owner as provided for in Section 13.1 of the “Exhibit A – Contractor General Conditions”.

ARTICLE 9 REPRESENTATIVES OF THE PARTIES; AUTHORITY

9.1 Representatives:

9.1.1 Owner’s Representative: Owner designates Lorna Gray, Director, Construction; University of Arizona, Planning Design and Construction; 220 E. Sixth Street, P.O. Box 210300, Tucson, AZ 85721-0300 as its Senior Representative.

9.1.2 Contractor’s Representative; Contractor designates (insert name, title, company name and address here) as its Senior Representative.

9.1.3 Contractor’s Representatives as approved by the Owner, shall not be replaced without the Owner’s prior written approval.

9.1.4 Contractor warrants and shall ensure that only representatives who are authorized to legally bond Contractor will sign documents associated with this Agreement.

ARTICLE 10 BONDS AND INSURANCE

10.1 Prior to, and as a condition for the execution of each project-specific Work Order, the Contractor to perform Work, Contractor shall procure, deliver and maintain Performance and
Payment Bonds and insurance coverage as provided in Section 6 of the “Exhibit A – Contractor General Conditions”.

ARTICLE 11 SUPPLEMENTAL INFORMATION

11.1 This Agreement constitutes the complete and integrated agreement between the Owner and the Contractor, and it supersedes all prior negotiations, representations or agreements, either written or oral.

11.2 IN WITNESS WHEREOF, the parties hereto have executed this Agreement in two (2) duplicate originals, any one of which shall be adequate proof of this Agreement, as of the date written above.

CONTRACTOR:  
Contractor Company Name  
By Its Authorized Representative

__________________________________  ____________________________________  
(Signature)  (Signature)

__________________________________  ____________________________________  
(Printed Name)  (Printed Name)

__________________________________  ____________________________________  
(Title)  (Title)

__________________________________  ____________________________________  
(Date)  (Date)

OWNER:  
Arizona Board of Regents  
For and on behalf of  
the University of Arizona

__________________________________

(Signature)
SECTION 1 GENERAL

1.1 Mutual Obligations.
1.1.1 Owner and Contractor commit, at all times, to cooperate fully with each other, and proceed on the basis of trust, confidence, and good faith to permit each party to realize the benefits expected and afforded under the Contract Documents, which benefits include the satisfactory and timely completion of the Project and performance of all obligations required by the Contract Documents.

1.2 Basic Definitions.
1.2.1 “Addenda” means clarifications or changes in the Work provided to bidders in writing prior to the public bid on the Contract.

1.2.2 “Allowances” are direct construction cost items included in the Contract Price for items and amounts directed by the Owner.

1.2.3 “Contract Documents” or "Contract" are those documents noted under Article 2 of the Construction Agreement Between Owner and Contractor (the “Agreement”), and also include, but are not limited to, the Agreement, amendments, project-specific Work Orders, change orders, these General Conditions, any supplementary or special conditions referenced in the Agreement and any other items stipulated to as being included in the Contract Documents, including the complete design as accepted by the Owner.

1.2.4 “Contract Price” for each Work Order is the amount stated in the project-specific Work Order, including authorized adjustments thereto, for the performance of the Work under that Work Order. The Contract Price shall be developed in accordance with General Requirements Section 01010.

1.2.5 “Construction Documents” are the plans and specifications prepared by the Design Professional for the project-specific Work Order, approved by the Owner, and incorporated into the Agreement by reference after such approval, to be used to construct the Project. All modifications to the Construction Documents shall be approved by the Owner prior to incorporation into the Agreement. This definition includes the terms Project Specification and Project Manual as well.

1.2.6 “Construction General Conditions”, used in non-pre-priced method of Work Orders, means all on-site Project-specific job costs of Contractor not itemized elsewhere in the Contract Documents but specifically excludes, without limitation, the following:

a) bonds,

b) insurance,

c) items which are included in the Contractor’s Overhead and Profit, such as:

(1) Home (off-site) Expenses,
(2) Overhead & Profit,
(3) Home Office Personnel such as Corporate Executive, Project Executive & Project Director,
(4) Home Office Staff Transportation & Travel Costs,
(5) Home Office Accounting & Contract Forms,
(6) Legal Expenses,
(7) Project Staff Moving Expenses,
(8) Off-site Staff Training & Education (unless pre-authorized by Owner, in writing),
(9) Pre-Mobilization Office Space,
(10) Off-site Equipment & Supplies,
(11) Field Office PCs and Commercial Software Purchase-License,
(12) Forms,
(13) Estimating & Value/Constructability Analysis,
(14) Warranty Coordination,
(15) Contractor Yard not Dedicated to Project,
(16) Contractor Association Fees, Licenses & Memberships,
(17) Cost over Contract Price,
(18) Corrective Work,
(19) Bonuses,
(20) Cost of Living Allowance,
(21) Marketing Expenses,
(22) Corporate Sponsorships and Entertainment, and
(23) Promotional or Celebatory Expenses the Contractor incurs while performing and completing the Project.

Contractor’s allowable supervisory rates and labor rates contained within Construction General Conditions are restricted to the rates set forth in the RFP response and/or mutually agreed upon and established in each project specific Work Order. Supervisory rates and labor rates shall include all labor burden expenses and any applicable personnel, job site or safety expenses.

Construction General Conditions shall be submitted by the Contractor during the Project negotiation process as a detailed breakdown of all itemized costs and presented in sufficient detail to permit evaluation. Upon acceptance of the Contract Price, Construction General Conditions shall become fixed and invoiced as a percentage of work completed.

1.2.7 “Contingency” or “Construction Contingency” is a direct construction cost included in the Contract Price that the Contractor may use to cover legitimate unforeseen construction expenses, or expenses otherwise agreed to by Owner and Contractor and subject to the Owner’s review and approval.

1.2.8 “Contractor” means the Contractor and all persons working for or on behalf of the Contractor, for this Project.

1.2.9 “Contractor’s Coefficient” is a numerical factor that represents Contractor costs including profit not considered to be included in the Unit Price Book “Total Cost” Data. The Contractor’s Coefficient must contain all Contractor’s costs inclusive of profit, all overhead (to include Home Office and field overhead), bond premiums, insurance, adjustments to listed prices, general and administrative expenses, subcontractor mark-up, contingencies (such as geographical location of work), all travel costs associated with obtaining and/or accomplishing the work, all company oriented supervision costs, all company oriented equipment purchases, mobilization and demobilization and all other costs including, but not limited to, compliance with environmental laws, permits, demolition and disposal, preparation of reports, correspondence and documentation required by law and these specifications, tax laws, and protection or moving of Owner’s property.
The Coefficient shall also include costs described as “not included in the unit price book”, such as costs to provide submittals, interface with Owner representatives, coordination with occupants, and other costs as required to perform the duties of the Work Order. The Contractor’s Coefficient is only used in the Unit Price Method.

1.2.10 “Day” means calendar day unless specifically otherwise provided herein or by law.

1.2.11 “Design Professional” (DP) is a representative of the Owner for the Project as provided in the Contract Documents, whose Agreement is with the Owner, and a) who is a qualified professional properly licensed in the State of Arizona to furnish applicable design and construction administration services, and b) is not the Agent of the Owner except for the approval and certification of Contractor progress payment applications, and Substantial Completion, if so designated. For purposes of this Agreement only, the term also includes individuals employed by any state university who render such services in connection with the Project.

1.2.12 “Direct Construction Cost” is the sum of all applicable Construction General Conditions costs, Subcontractor costs, costs of self-performed work (if approved in writing in advance by Owner), Allowances and Contingencies.

1.2.13 “Final Completion” is the date certified by the DP and Owner as 100% completion of all Work described by or reasonably inferred from the Project Criteria and Contract Documents, including but not limited to all a) Punch Lists, b) Close-Out Documents, and c) Owner training/start up activities.

1.2.14 “Hazardous Materials” are defined as any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal and/or Environmental Requirements, or for which the handling, remediation, or disposal are regulated by applicable Legal or Environmental Requirements. Where applicable, the term Hazardous Waste shall have the meaning provided for in Section 1004 of the Solid Waste Disposal Act (42 USC, Section 6903) as may be amended from time to time.

1.2.15 “Home Office” is defined as the Contractor’s home office and not a temporary office set up on campus or project work site.

1.2.16 “Indirect Construction Cost” is the sum of all applicable insurance costs, bond costs and applicable sales or use taxes, and excludes Contractor’s Profit and Overhead.

1.2.17 “Legal Requirements” include all regulations, policies, procedures and practices of the Arizona Board of Regents and the Owner and all applicable rules, laws, codes, ordinances and regulations of any government or quasi-government entity, federal, state and local having jurisdiction over the Work, the practices involved in the Work, or any work performed.

1.2.18 “ Modifications” means Agreement or project-specific Work Order change orders or amendments signed by the Owner, or other written amendments signed by both the Owner and the Contractor at or after the execution of the Agreement and/or project-specific Work Order(s), or the DP's written interpretations or directions for minor changes in the Work. A “minor change” is defined as one having no impact on cost or time or the Owner’s approved design intent, as determined by the Owner.
1.2.19 “Overhead and Profit fee” includes all overhead costs of Contractor providing off-site management, supervision and support for the completion of the Work including a fee. The Overhead and Profit fee is restricted to the rate set forth in the Contractor’s submission to the RFP.

1.2.20 “Owner” means the Arizona board of Regents for and on behalf of the University of Arizona acting by and through the University of Arizona.

1.2.21 “Project” means all components of the improvements to be constructed for the Owner, regardless of whether the Work is all or only a portion, under a specific Work Order.

1.2.22 “Punch List” are those minor items of Work identified and listed by Design Professional and agreed to by Owner to be completed by Contractor after Substantial Completion and prior to Final Completion, which do not prevent the Project from being fully used for the purpose for which it is intended and which will not prevent the issuance of a certificate of occupancy.

1.2.23 “Site” is the land and other areas on which the Project is located.

1.2.24 “Subcontractor” (of any tier) is an entity or person who performs a portion of the Work, on or off-site, directly on behalf of the Contractor, including any materials, workers and suppliers, and shall include all employees, agents and authorized representatives of such entities or persons.

1.2.25 “Substantial Completion" is the date certified by the DP and Owner on which the Contractor’s Work, or an agreed upon portion of the Work, is sufficiently complete, as determined by the Owner’s issuance of a Certificate of Substantial Completion, so that Owner can fully occupy and utilize the Project, or a portion thereof, for the purposes for which it is intended. In order to achieve Substantial Completion, all Work must be complete except for items included on the approved Punch List. As part of Substantial Completion all required inspections, State Fire Marshal reviews, State Elevator certificates, and preliminary test and balance of the mechanical system must be obtained or completed, as applicable.

1.2.26 “Unit Price Book” is, in the case of Work Orders for new construction, the most recent annual edition of the R.S. Means™ Facilities Construction Cost Data book for the Tucson area; in the case of Job Orders for repair or remodeling, the most recent annual edition of the R.S. Means™ Facilities Repair & Remodeling Cost Data book for the Tucson area.

1.2.27 “Work” is comprised of all activities required in order to complete the Project as defined by the Project Criteria and Contract Documents, as specified for each project-specific Work Order, including procuring and furnishing all materials, equipment, services, and labor reasonably inferable from the Contract Documents, or from prevailing trade usage and custom.

1.2.28 “Work Order” is project specific and constitutes the scope of work under which the contractor is authorized to perform under this Job Order Contract.

1.3 Mutual Understanding.

Owner and Contractor agree that these provisions set forth their mutual understanding and agreement regarding the Agreement, General Conditions or subjects addressed therein.

SECTION 2 CONTRACTOR SERVICES AND RESPONSIBILITIES
2.1 General Services.

2.1.1. The Contractor shall interact and cooperate fully with the Owner and Design Professional during the project. The Contractor covenants with the Owner to furnish its best skill and judgment and to cooperate with the Design Professional in furthering the interests of the Owner.

2.1.2. The Contract Documents do not create any contractual relationship between the Design Professional and the Contractor or any separate contractors, consultants, Subcontractors of any sub-tier or suppliers on the Project; nor shall anything contained in the Contract Documents be deemed to give any third party any claim or right of action against the Owner, the Design Professional or Contractor which does not otherwise explicitly exist in the Contract Documents.

2.1.3. The Contractor shall only use duly licensed Subcontractors in connection with the Work, as submitted with the bidding documents. Any changes to subcontractors must be approved in writing by Owner.

2.1.4. The organization of the Specifications into division, section, and article, and the arrangement of Drawings shall not obligate or control the Contractor in dividing performance of the Work among Subcontractors, or in establishing the extent of the Work to be performed by any one trade.

2.1.5. The Contractor covenants with the Owner to furnish its best skill and judgment and to cooperate with the Design Professional in furthering the interests of the Owner. The Contractor agrees to furnish efficient business administration and superintendence and to use its best efforts to timely complete the Work in an expeditious and economical manner consistent with the interest of the Owner.

2.1.6. The Contractor shall be responsible for laying out its own Work and for any damage which may occur to work of any other contractor because of the Contractor's own errors or inaccuracies. The Contractor shall also be responsible for unloading, uncrating, storing and handling all materials and equipment to be erected or placed by it, whether furnished by the Contractor or others.

2.1.7. The Contractor, Subcontractors and Suppliers shall be responsible for taking all appropriate field measurements prior to fabrication and installation of any item. Such measurements shall be taken sufficiently in advance so as to avoid any delay or potential delay. Failure to adhere to this provision shall render such delays the responsibility of the Contractor.

2.1.8. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, wiring, conduit, ductwork, trim and other parts required for or in connection with any item or material to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the item whether or not expressly called for by the Drawings or Specifications.

2.1.9. All materials shall be shipped and stored and handled in a manner that will afford protection and ensure their being in factory-new condition at the time they are incorporated in the Work. After installation, they shall be properly protected against damage or deterioration until Final Completion of the Project.
Any part of the Work damaged during installation or prior to final acceptance of Work shall be repaired so as to be unnoticeable and to be equal in quality, appearance, serviceability and other respects to an undamaged item or part of the Work. Where this cannot be fully accomplished, the damaged item or part shall be replaced. After installation, all exposed surfaces and parts of an item or of the Work shall be cleaned in a manner that will not damage the finish or any of the parts of the item, so that the completed work is left in first class condition, free of all defects. All damaged or defaced Work shall be repaired or replaced to the Owner's satisfaction at the expense of Contractor.

2.1.10. Contractor shall keep the Site free from debris, trash and construction waste to permit Contractor to perform its construction services efficiently, safely, and so as to not interfere with the use of any adjacent land areas, including the reasonable aesthetic appearance of the jobsite and all storage/staging areas. Contractor shall also be responsible for and take precautions and measures to fully secure, safeguard and protect the Work during the Construction Phase. Unless previously released of responsibility by Owner, that Contractor responsibility to secure, safeguard and protect shall continue until Final Completion and final acceptance.

2.1.11. Upon Substantial Completion of the Work, or a portion of the Work, Contractor shall remove all debris, materials, waste, equipment, machinery and tools from the Work so as to permit Owner to safely occupy the Work or a portion of the Work for the use in which it is intended. If the Contractor fails to clean up at the completion of the work, the Owner may do so and the cost thereof shall be charged to the Contractor.

2.2 Consultation during Project Development (Pre-Construction Services).

2.2.1 In addition to the services of the Contractor listed throughout this Agreement, Contractor’s Pre-Construction Services may include but not be limited to: Development of a Project Management Plan, Provide Value Analysis, Constructability and Bidability Reviews, Cash Flow Projections, Estimating/Price Guarantees, and Subcontractor Bid Package Timing and Strategy. These services may include, but not be limited to, review of design; advice on Site use, improvements, selection of materials, building systems and equipment; long lead items, and recommendations on construction feasibility, availability of materials and labor, local construction activity as it relates to work schedules, and time requirements for installation and construction.

2.2.2 Should Pre-Construction services be required, Owner shall pay Contractor a Pre-Construction Phase Fee for the Pre-Construction services, as negotiated and authorized per project-specific Work Order.

2.3 Progress and Scheduling.

2.3.1 For each project-specific Work Order issued, the Contractor shall prepare and submit to the Owner and the DP a Schedule of Values allocating the Contract Price among the various portions of the Work, by Division, for purposes of progress payments. The Schedule of Values shall be substantially equivalent to AIA Forms G702 and G703 or as specified by Owner. In addition, the Contractor shall submit a construction progress schedule for the Work as part of each Job Order Proposal, in full accordance with the requirements and provisions located in Section 7 – Payment.
2.3.2 If required, the Contractor shall also be obligated to furnish to the Owner and DP a Narrative Report corresponding with each monthly update which shall include a description of current and anticipated problem areas, delaying factors and their impact, fragmentary networks (fragnet) of delays, and an explanation of corrective action taken or proposed. If the Project is behind schedule in any month, the Contractor's Narrative Report shall indicate precisely what measures it will take in the next thirty days to put the Work back on schedule.

2.3.3 The Contractor shall be responsible to prepare, submit and maintain the schedules and Narrative Reports indicated above, and the failure to do so may be considered a material breach of this Contract. Any additional or unanticipated cost or expense required to maintain the schedules shall be solely the Contractor's obligation and shall not be charged to the Owner.

2.3.4 The Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall prosecute the Work with such diligence so as to maintain the rate of progress indicated on the Progress Schedule, to prevent work stoppage, and to ensure completion of the Project within the Contract Time.

2.3.5 The date of commencement of the Work under each Work Order is the date established in the Notice to Proceed.

2.4 Legal Requirements.

2.4.1 Contractor shall perform all Work in accordance with all applicable Legal Requirements of General Conditions as described in Section 1.2.15 and otherwise shall provide all notices applicable to the Work.

2.5 Government Approvals and Permits.

2.5.1 Unless otherwise provided in the Contract Documents, Contractor has the responsibility to obtain and pay for all necessary permits, approvals, licenses, government charges, and inspection fees required for the prosecution of the Work, and shall immediately deliver copies to the Owner and DP. Contractor shall follow all of Owner’s permitting and inspection procedures. The Contractor shall be responsible for complying with all applicable Federal, State and local laws, codes, notice requirements, and regulations applicable to the site and prosecution of the Work. Contractor shall be responsible for and pay any costs associated with or arising from any non-compliance.

2.5.2 The Contractor shall pay all taxes for and related to the Work or its portion thereof which are legally in force at the time the Work Order proposal is submitted, whether or not yet effective.

2.6 Construction and Superintendence by the Contractor.

2.6.1 The Contractor shall supervise and direct the Work of its employees and Subcontractors and coordinate the Work with the activities and responsibilities of the Owner and the Design Professional so as to complete the Work in accordance with the Owner’s objectives of cost, time and quality as set forth in the Contract Documents. The Contractor shall perform all construction work, services and activities efficiently and with the requisite expertise, skill, quality and competence necessary to satisfy the requirements of the Contract Documents.
2.6.2 The Contractor shall competently and thoroughly direct and superintend all of the Work and shall be solely responsible for all construction safety, means, methods, sequences and techniques of construction. It shall coordinate and schedule all Work under this Contract, the performance of all its employees, Subcontractors, and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to do the Work. The Contractor shall establish an on-site organization with lines of authority in order to carry out the overall plans for completion of the Work.

2.6.3 The Contractor shall employ a competent Owner-approved Superintendent and necessary assistants, who shall be in attendance at the Project Site during the progress of the Work. The Superintendent and Representative shall represent the Contractor and all communications given to the Representative shall be binding on the Contractor. All such communications shall be confirmed in writing.

2.6.4 The Contractor shall at all times enforce strict discipline and good order among its employees and its Subcontractors’ employees, and shall not allow employment on the Work of any unfit person or anyone not skilled in and capable of performing the task assigned to them. In addition, if the Contractor receives written notice from the Owner to dismiss any unskilled or unfit subcontractors or employees or one who is a hindrance to proper or timely execution of the Work, the Contractor shall dismiss those subcontractors or employees and agrees to replace those dismissed without delay to the Project and at no additional cost to the Owner.

2.6.5 The Contractor shall be responsible to the Owner for the acts and omissions of the Contractor’s employees, Subcontractors of all tiers, their agents and employees, and any other persons performing any of the Work or furnishing materials under a contract with the Contractor.

2.6.6 The Contractor shall not be relieved from its obligation to perform the Work in accordance with the Contract Documents either by the activities or duties of the Design Professional in its administration of this Agreement, or by inspections, tests or approvals required or performed by persons other than the Contractor. Nothing contained in this paragraph shall preclude the Contractor from asserting any rights it may have under this Agreement in the event of unreasonable delays to the Contractor in the conducting of any inspections, test, approvals, or other actions by the Design Professional upon which the Contractor is dependent.

2.6.7 The Contractor shall schedule, notice, conduct, take, and distribute minutes of weekly progress meetings at which the Owner, Design Professional, and Contractor can discuss jointly such matters as procedures, progress, and problems.

2.6.8 The Owner reserves the right to award other contracts related to the Project, or to perform certain work itself. Any such other work may or may not be known to the Owner or disclosed to the Contractor prior to execution of a project-specific Work Order. The Contractor shall afford the Owner and such other contractors reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly coordinate its Work with theirs in such manner as the Owner or Design Professional may direct. The Contractor shall also assure at its own cost reasonable access of other contractors to their site and their work.

2.6.8.1 Upon request of the Contractor, the Owner will provide the Contractor with a copy of Drawings, Specifications, Schedules or other needed data relating to such other contracts or work as may be necessary to meet Contractor’s duty to coordinate. The Contractor shall
thoroughly examine these documents and shall within three (3) business days of completing such examination notify the Owner in writing of any conflicts with the Work to be performed by the Contractor. In no event shall such notice be given by Contractor so late as to interfere with or delay the Work to be performed by the Contractor. Failure of the Contractor to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims the Contractor may otherwise have as a result of the necessity to coordinate the Contractor’s Work with other activities.

2.6.8.2 Should the Contractor sustain any damage through any act or omission of any other such contractor or Subcontractor, Contractor shall have no claim or cause of action against the Owner for such damage and hereby waives any such claim. The Contractor does not waive any claim or cause of action against any other contractor or Subcontractor to recover any and all damages sustained by reason of the acts or omissions of such other contractor or Subcontractor. The phrase “act or omission” as used in this section shall be defined to include, but not be limited to, any delay on the part of any such other contractor or Subcontractor, whether due to negligence, gross negligence, inadvertence or any other cause.

2.6.8.3 Should the Contractor cause damage to the Work or property of any other contractor or Subcontractor of the Owner, the Contractor shall upon receiving due notice of damage promptly attempt to settle with such other contractor by agreement, repair or otherwise to resolve the dispute. If any such separate contractor sues or initiates a proceeding against the Owner on account of any damage alleged to have been caused the Contractor or its Subcontractors, the Owner shall notify the Contractor who shall at its own cost defend such proceedings, or pay the costs of the Owner defending such proceedings, and if any judgment or award against the Owner arises therefrom the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorney’s fees and court or other costs which the Owner has incurred in connection with the matter.

2.6.9 Subcontracts.

2.6.9.1 The Contractor shall supply to the Owner with each Work Order proposal written list of all proposed pre-qualified subcontractors and suppliers. The Owner will review this list and will advise the Contractor if there are any objections to any proposed subcontractors or suppliers. The Contractor shall not employ any subcontractor or supplier against whom the Owner has reasonable objection.

2.6.9.2 All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate written agreement which specifically binds the subcontractor to all applicable terms and conditions of these Contract Documents, but no contractual relationship shall exist between any subcontractor or supplier of any tier and the Owner, unless the Owner invokes the assignment provisions of the following subsection. Upon request, the Contractor shall provide fully executed copies of any subcontracts and purchase orders to the Owner.

2.6.9.3 The Contractor hereby assigns to the Owner (and its assigns) all its interest in any subcontracts and purchase orders now existing or hereinafter entered into by the Contractor for performance of any part of the Work, which assignment will be effective upon termination of the Contract by the Owner and only as to those subcontracts and purchase orders which the Owner assumes in writing. All subcontracts and purchase orders shall provide that they are freely assignable by the Contractor to the Owner and its assigns. Such assignment is part of the
consideration to the Owner for entering into this agreement with the Contractor and may not be withdrawn prior to Final Completion.

2.6.9.4 Subcontractor Selection. The Contractor’s selection of any Subcontractor must comply with ABOR Policy 3-804B(4) and must be based on qualifications alone, or on a combination of qualifications and price selection, but shall not be based on price alone.

2.6.9.4.1 Pre-Construction Phase. If it is or will be to the advantage of Owner or the Project to select certain subcontracting trades to participate in the design process during the Pre-Construction Phase, as well as provide Construction Services during the Construction Phase, then the following procedures will apply:

a) JOC Contractor prequalifies Subcontractors from the trades needed in the Pre-Construction Phase.

b) Upon acceptance of the Owner, a Request for Qualifications (RFQ) is requested from pre-qualified Subcontractors by the JOC Contractor. The RFQ will request additional qualification information in addition to pricing information, such as labor rates and overhead and profit factors.

c) The Statement of Qualifications (SOQ) from the Subcontractors will be reviewed by a committee consisting of JOC Contractor, Owner and design team members. The qualification and pricing information will be scored by a pre-determined weighted scoring system.

d) The committee will develop a list of firms that will be interviewed.

e) The Subcontractors will be interviewed and ranked, and the highest ranked Subcontractor will be selected to provide the services.

For Subcontractors selected for Pre-Construction Services, the Contractor must establish to the Owner’s satisfaction that the Subcontractor’s price submission and subsequent construction costs are reasonable and appropriate, by following the procedures outlined in Section 2.6.9.4.3 below.

2.6.9.4.2 Construction Phase. The Contractor shall, with the assistance of the Owner and Design Professional, prepare the necessary and appropriate bidding information, bidding forms, and pre-qualification criteria for bidders; develop Subcontractor interest; establish bidding schedules; advertise for bids; and conduct pre-bid conferences to familiarize bidders with the bidding documents and management techniques and with any special systems, materials, or methods. The Contractor shall review all potential Subcontractors with the Owner and Design Professional and obtain Owner’s approval of the pre-qualification of any Subcontractor in accordance with the Owner approved Subcontractor Selection Plan. If the Contractor becomes aware prior to any bid date that less than three (3) pre-qualified Subcontractors plan to bid any portion of any Bid Package or that anticipated bids from previously approved or pre-qualified Subcontractors are likely to exceed the current Schedule of Values or estimate of Construction Cost, the Contractor shall promptly notify the Owner.

2.6.9.4.3 ABOR Policies. The Contractor’s selection of any Subcontractor must comply with ABOR Policy 3-804B(4) and must be based on qualifications alone, or on a combination of qualifications and price selection, but shall not be based on price alone. The Contractor shall receive and open bids when advertised, prepare a bid analysis, conduct pre-award conferences, and notify the Owner and Design Professional concerning which bids from pre-qualified Subcontractors will be accepted and awarded. The Owner and Design Professional shall be notified of the time and place of all bid openings and shall be permitted to attend such openings with their representatives and guests. When the Contractor proposes to accept a subcontract bid
other than the low bid, the Contractor must justify such action in writing and obtain written approval from Owner before making the subcontract award. Once approved by Owner, no Subcontractor may be replaced by Contractor without Owner’s prior approval and any change in cost to Contractor will not be a responsibility of Owner and there will be no increase in price by reason of such change of cost. Within thirty (30) calendar days after award, one fully executed subcontract for work or services on the Work Order project shall be made available to the Owner together with all special or supplementary conditions applicable to the subcontract work.

For Subcontractors selected in this manner, the Contractor must establish to the Owner’s satisfaction that the Subcontractor’s price submission is reasonable and appropriate, by following the procedures outlined above.

2.6.9.5 All subcontracts shall be executed using AIA Form A401-2007 using Contractor’s supplements as approved by Owner. This form shall be fully conformed to the provisions of this Agreement, including, but not limited to, the following italicized changes:

A. Delete Paragraph 1.2 in its entirety.

B. Delete from the first sentence of Paragraph 2.1 the words “the provisions of the edition of AIA Document A201 current as of the date of this Agreement apply to this Agreement pursuant to Paragraph 1.2 and”.

C. Delete Paragraph 3.2.5 in its entirety.

D. Replace the word “Owner” from the first sentence of Paragraph 4.6 with the words “the State of Arizona, the Arizona Board of Regents and the University of Arizona”.

E. Add Paragraph 6.3.7 as follows:

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

F. Delete the wording “along with reasonable overhead and profit on the Work not executed” at the end of Paragraph 7.2.4.

G. In Paragraph 13.4(1), replace the word “Owner” with “the State of Arizona, the Arizona Board of Regents and the University of Arizona,” delete “Architect and Architect’s consultants and add “the State of Arizona, the Arizona Board of Regents and the University of Arizona,” after the word “Contractor” in Paragraph 13.4(2).


I. Add Paragraph 15.5 as follows:

“During performance of the Work and for five (5) years after Final Payment, Subcontractor shall retain and shall also require all of its Subcontractors to retain for review or audit, or both, by the Contractor or Owner, all correspondence,
meeting minutes, memoranda, electronic media, books, accounts, reports, files, time cards, material invoices, payrolls, and evidence of all communications, direct and indirect costs and all other matters related to the Work. Upon request by the Contractor or Owner, a legible copy or the original of any or all such records as are described above shall be produced by the Subcontractor at any time during or after the Work as the Owner or Contractor may request. Upon request the Subcontractor shall submit to the Owner or Contractor, as appropriate, copies of all payrolls, reports, estimates, records, change order costs and data, and any other data concerning Work performed or to be performed, materials supplied or to be supplied, including payment applications or invoices and progress payment checks. The requirements of this section shall be provided for in all contracts between the Subcontractor and its Subcontractors.”

J. **Add Paragraph 15.6 as follows:**

“All parts of the Prime Contract documents shall be considered part of this Subcontract by this reference as if attached hereto or repeated herein and the Subcontractor agrees to bind and obligate himself, in the performance of this Subcontract, to the Contractor by the same terms, conditions, undertakings and obligations that the Contractor is bound and obligated to the Owner by the Prime Contract but, in the event of conflict of the terms thereof with the terms hereof, the terms of the Prime Contract shall prevail. A copy of the Prime Contract is included with the bid documents.”

As evidence of compliance with this Section Contractor shall furnish to the Owner, within 30 days after award of the subcontract, one fully executed copy of each subcontract for this Project. Each copy shall consist of the subcontract agreement (Form A401) and all special or supplementary conditions applicable to the subcontract.

2.6.9.6 The Contractor shall provide the Owner and Design Professional with requirements and assignment of responsibilities for safety precautions and programs as required for the execution of the Work, temporary Project facilities and for equipment, materials and services for common use of Subcontractors and verify that all such information is included in the Construction Documents.

2.6.10 Contractor Self-Performance.

2.6.10.1 The Contractor must disclose to the Owner, upon initiation of Pre-Construction services, any portions of the Work that are to be considered for potential self-performance. If the Contractor indicates it desires to self-perform any portion of the construction work, the following procedures will be followed:

2.6.10.1.1 For pre-priced work (Unit Price Book Method), the proposal must indicate which divisions are self-performed work. All quantities and prices shall be verified by Owner and DP.

2.6.10.1.2 For non-pre-priced work, a bid package for each portion of the construction work as to which Contractor will self-perform work will be prepared in the same manner and content as bid packages for Subcontractors in other trades. Contractor will submit a proposed price
for each of these portions of the construction work. This proposed price shall include labor rates, and certify that sub-sub trades and materials will be bid with a minimum of three pre-qualified bidders. Overtime for self-performed work shall be approved by Owner in writing in advance.

2.6.10.1.3 In order to evaluate the Contractor’s price submission on self-performed work, Owner may do any or all of the following at the Owner’s discretion: (i) engage an estimator selected by Owner to prepare an independent estimate of this portion of the construction work; (ii) engage the DP, or other consultants to do a construction market study to confirm construction market impacts to the cost of this portion of the construction work, or (iii) take other action to evaluate the Contractor’s price submission. In any event, Contractor is responsible to establish to the Owner’s satisfaction that the Contractor’s price submission is reasonable and appropriate. If the Owner is satisfied that the Contractor price submission is reasonable and appropriate, the Owner will advise the Contractor that the Contractor is selected as Subcontractor for the respective portion of the construction work.

2.6.10.1.4 If, at the conclusion of the review of the Contractor’s proposed price, the Owner is not satisfied that the Contractor’s price submission is reasonable and appropriate, the Owner will so advise the Contractor and the Contractor will proceed in the following manner: There will be a normal Subcontractor bid competition for selection of the Subcontractor to perform this portion of the construction work, in accordance with the procedures in section 2.6.9.4.2, except that, notwithstanding any other provision of the Contractor Pre-Construction Services Contract Documents to the contrary, (i) the Contractor’s price submission will be the Contractor’s bid for that portion of the in the Subcontractor bidding process; (ii) the Contractor must obtain bids for that portion of the construction work from a minimum of two other pre-qualified Subcontractors, (iii) the Subcontractor bids for that portion of the construction work must be delivered to Owner rather than the Contractor, and (iv) the Owner will decide which Subcontractor bid to accept, in accordance with Section 2.6.9.4.2.

2.7 Inspections.

2.7.1 Inspections, tests, measurements, or other acts of the Owner and/or the DP are for the purpose of assisting the Owner and/or the DP in determining that the Work, materials, rate of progress, and quantities comply with the Contract Documents and/or Contractor's requests for payment. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with contract requirements nor relieve the Contractor from any of the quality, compliance and responsibility for the Work assigned to it by the Contract Documents. No inspection by the Owner and/or the DP shall constitute or imply acceptance or waiver of rights.

2.7.2 The Contractor shall at all times allow the Owner, Design Professional, or any other designated representatives access to the construction work, including materials being fabricated or stored off site, to observe progress and inspect the quality of work and conformance to the Construction Documents.

2.7.3 Any Work required to be inspected by the Design Professional and/or the Owner prior to being covered, which is covered up without prior inspection or without prior consent of the Design Professional and/or the Owner, must be uncovered by the Contractor, if requested by the Design Professional or the Owner, and then recovered at no cost to Owner, notwithstanding the provisions of the following Section.
2.7.4 Nonconforming Work or materials may be rejected and Contractor shall correct such rejected Work without additional compensation, even if the Work or materials have been previously inspected or accepted by the Owner and/or the DP or even if the Owner and/or the DP failed to observe the unsuitable Work or materials.

2.8 Daily Log or Report.

2.8.1 The Contractor shall maintain a daily log or report of construction activities for each calendar day of the Contract Time, using a form pre-approved by the Owner. In that log the Contractor shall document all activities at the Work Site, including, but not limited to:

a) Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the job Site, and any other weather conditions which adversely affect Work at the Site;

b) Soil conditions which adversely affect Work at the Site;

c) The hours of operation by Contractor and individual Subcontractor personnel;

d) The number of Contractor and Subcontractor personnel present and working at the Site, by subcontract and trade, and updated schedule activity number;

e) The equipment active or idle at the Site;

f) A description of the Work being performed at the Site by updated schedule activity number;

g) Any delays, disruptions or unusual or special occurrences at the Site;

h) Materials received at job Site; and

i) A list of all visitors at the Site.

j) Any other relevant information deemed relevant as to activities on the Site that day.

2.8.2 The Contractor shall provide copies of the daily logs or reports to the Owner on a weekly basis. The daily log or report shall not constitute written notice to the Owner of any event or occurrence when such notice is required by the Contract Documents.

2.8.3 Any changes affecting previously approved Work shall require prior written approval of the Owner.

2.9 Communications.

2.9.1 All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract Documents.

2.9.2 Any communications between the Contractor and the DP shall be copied to the Owner.

2.9.3 Communications will be deemed to have been made if delivered in person, emailed, or if mailed to the address designated in the Contract or otherwise agreed upon by the parties.

2.10 Drawings and Specifications.

2.10.1 The Contractor shall study and compare the Construction Documents prior to beginning work on each phase or portion of the Work and immediately report any material error, inconsisteny, conflict, ambiguity, or omission that is discovered to the Design Professional and Owner.
2.10.2 The Construction Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as Shop Drawings. Where required, the Contractor shall perform no portion of the Work without having Shop Drawings, Product Data or Samples approved; any Work performed in violation of this provision will be solely at the Contractor’s risk regardless of Design Professional’s and/or Owner’s knowledge of such Work being performed.

2.10.3 In the event of any conflict or ambiguity, the Construction Documents shall be interpreted as being complementary, requiring delivery by Contractor of a complete Project, or designated portion thereof. Any requirement occurring in any one of the Construction Documents is as binding as though occurring in all Construction Documents. In the event of any conflict or ambiguity, perceived or real, the Contractor shall request an interpretation by the Design Professional before performing the Work. Generally, the Specifications address quality, types of materials and contractual conditions while the Drawings show placement, sizes, and fabrication details of materials. In the event a conflict is discovered in the Construction Documents, the priorities stated below shall govern and control:

   a) Addenda shall govern over all other Construction Documents;
   b) Subsequent addenda shall govern over prior addenda, but only to the extent modified;
   c) In case of conflict between Drawings and Specifications, the Specifications shall govern;
   d) Conflicts within the Drawings:
       1) Schedules, when identified as such, shall govern over all other portions of the Drawings.
       2) Specific notes shall govern over all other notes and all other portions of the Drawings, except the schedules described in 2.10.3.d.1 above.
       3) Larger scale drawings shall govern over smaller scale drawings.
       4) Figured or numerical dimensions shall govern over dimensions obtained by scaling.
   e) Conflicts within the Specifications: These General Conditions shall govern over all sections of the Specifications except for specific modifications thereto that may be stated in Special Conditions or addenda. No other section of the Specifications shall modify these General Conditions; and
   f) In the event provisions of codes, safety orders, Construction Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.

2.10.4 In the event of conflict between Owner’s Design and Specifications Standards (DSS), and the Drawings and Specifications, Contractor shall promptly call the conflict to the attention of Owner and Design Professional and use of such Drawing by Contractor deferred until resolution of the conflict to Owner’s satisfaction.

2.10.5 If the Construction Documents are not complete as to any minor detail of a required construction system or with regard to the manner of combining or installing of parts, materials, or equipment, but there exists an accepted trade standard for good and skillful construction, such detail shall be deemed to be an implied requirement of the Construction Documents in accordance with such standard. That is to say, a) “minor detail” shall include the concept of substantially identical components, where the price of each such component is small even through the aggregate cost or importance is substantial, and shall include a single component which is incidental, even though its cost or importance may be substantial, and b) the quality and quantity of the parts or
materials so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts or materials otherwise set forth in the Construction Documents.

2.11 Submittals, Drawings, and Shop Drawings.

2.11.1 The Contractor shall maintain at the Site, for the use of the Owner and of the Design Professional, one copy of all Drawings, Specifications, bulletins, addenda, amendments or change orders, field orders, approved Shop Drawings, approved Submittals, supplementary instructions, requests for information, catalog data, manufacturers' operating and maintenance instructions, certificates, warranties, guarantees and other contract related documents and their modifications, if any, in good order and marked daily by the Contractor to record all approved changes made during construction. All of these shall be turned over to the Design Professional by the Contractor at the time of Substantial Completion for the purpose of the Design Professional assembling and correlating the material for use by the Owner.

2.11.2 The Contractor shall submit to the Design Professional, with such promptness as to cause no delay in its Work or in the work of any other contractor, all Submittals and Shop Drawings as are required by the Construction Documents, or are necessary to illustrate details of the Work.

2.11.3 Each Submittal and Shop Drawing must be accompanied by a Contractor transmittal letter containing a list of the titles and numbers of the Shop Drawings. Each series shall be numbered consecutively for ready reference. Each Submittal and Shop Drawing shall be marked with the following information:
   a) Date of Submission
   b) Name of Project
   c) Location of Project
   d) Branch of Work (Specification Section)
   e) Project Number
   f) Name of Submitting Contractor
   g) Name of Subcontractors
   h) Revision Number

2.11.4 Submittals identified by Owner shall be submitted to Owner for its review concurrent with review of same by Design Professional. During Construction Phase Contractor shall promptly provide Owner with an electronic copy of all approved submittals.

2.11.5 All Subcontractor Submittals and Shop Drawings shall be reviewed by the Contractor prior to being submitted to the Design Professional and each shall bear a written statement by the Contractor that the Submittals and Shop Drawings are consistent with the Construction Documents and other Contract Documents or if not totally consistent shall bear a written statement indicating all variances from the Construction Documents and other applicable Documents. Any Submittals or Shop Drawings submitted without the statements will be returned for resubmission; the Submittals or Shop Drawings will be considered as not having been submitted, and any delay caused thereby shall be the Contractor’s sole responsibility. This review by Contractor of Subcontractor Submittals and Shop Drawings shall not be construed as Contractor approval of the design therein except that it shall be a representation that the letter accompanying the Submittal or Shop Drawings does indicate all variations from the Construction Documents and other Contract Documents as required by section 2.11.6.
2.11.6 The Contractor shall include with Submittals and Shop Drawings, a letter to the Design Professional, with concurrent copy to the Owner, indicating all variances from the Design Professional's Drawings and Specifications. Failure to so notify the Design Professional of such variances will be grounds for subsequent rejection of the related Work or materials. If, in the opinion of the Design Professional, the variances are not acceptable, the Contractor must furnish the item as specified or as indicated on the Construction Drawings.

2.11.7 It is the Contractor's obligation and responsibility to check all of its Submittals and Shop Drawings and to be fully responsible for them and for coordination with connecting Work. Submittals and Shop Drawings shall indicate in detail all parts of an item of Work, including erection and setting instructions and engagements with Work of other trades or other separate contractors.

2.11.8 By approving or submitting Submittals and/or Shop Drawings, the Contractor thereby represents that it has determined and verified availability, field measurements, field construction criteria, materials, catalog numbers and similar data, or will do so, and that it has checked and coordinated each Submittal and/or Shop Drawing with the requirements of the Work and of the Contract Documents. If any specified material item or part is not available, the Contractor shall so indicate to the DP.

2.11.9 The Design Professional shall review and approve Submittals and Shop Drawings and return them to the Contractor within seven (7) days of receipt unless otherwise previously agreed to in writing. For scheduling purposes, the Contractor must assume a seven (7) day review period for each Submittal or set of Shop Drawings. For complex Submittals the Contractor may need to plan for two seven (7) day submittal periods. If review and approval are delayed beyond the seven (7) day period the Design Professional shall notify the Contractor and the Owner in writing stating the reason for the delay. Approval shall not relieve the Contractor from the responsibility for variances from the drawings and specifications, unless it has been called to the Design Professional's attention, in writing, at the time of submission. Any modification will be approved only if it is in the interest of the Owner to effect an improvement in the Work and does not increase the Contract Price or Contract Time. Any such modification is subject generally to all other provisions of the Construction Documents, and is without prejudice to any and all rights under any surety bond.

2.11.10 If the Design Professional returns a Submittal or Shop Drawing to the Contractor with the notation “rejected”, “revise and resubmit”, or “approved as noted”, the Contractor, so as not to delay the Work, shall promptly resubmit a Submittal or Shop Drawing conforming to the requirements of the Construction Documents and indicating in writing on the Submittal or Shop Drawing and on the transmittal what portions of the resubmittal have been altered in order to meet with the approval of the Design Professional. Any other differences between the resubmittal and the prior submittal shall also be indicated by Contractor on the Shop Drawing and on the resubmittal as a special note.

2.11.11 No extension of contract time will be granted to the Contractor because of its failure to submit Submittals or Shop Drawings in ample time to allow for review, possible resubmittals and approval. Fabrication of Work shall not commence until the Contractor has received written approval. The Contractor shall furnish prints of its approved Submittals and Shop Drawings to all
the Subcontractors whose work is in any way related to the Work. Only prints bearing this approval will be allowed on the Site.

2.12 Product Samples, Tests, and Certificates.

2.12.1 The Contractor shall furnish Product Samples of all items requested or required by the Specifications. Product Samples shall be properly identified and submitted with such promptness as to cause no delay in Work or in the work of any other contractor and to allow time for consideration by the Design Professional and the Owner. The Design Professional and/or Owner will review Product Samples in accordance with Sections 2.11 above.

2.12.2 Each Product Sample must be accompanied by a letter of transmittal containing the following information:
   a) Date of Submission
   b) Name of Project
   c) Location of Project
   d) Branch of Work (Specification Section Number)
   e) Project Number
   f) Name of Submitting Contractor
   g) Name of Subcontractor

2.12.3 The Contractor shall furnish to the Design Professional a certificate stating that material or equipment submitted complies with Contract Documents. If a certificate originates with the manufacturer, the Contractor shall endorse it and submit it to the Design Professional together with a statement of compliance in its own name.

2.12.4 No tests, inspections or approvals performed or given by the Owner or the Design Professional or others acting for the Owner or any agency of Federal, State or Local government nor any acts or omissions by the Owner or the Design Professional in administering this Agreement shall relieve the Contractor from its duty to perform the Work in accordance with the Contract Documents and all applicable law or regulation or code.

2.12.5 Unless the Design Professional is authorized at the time of submittal to return samples at the Contractor's expense, rejected samples will be destroyed.

2.12.6 After delivery of materials by Contractor, the Design Professional may make such tests, as it deems necessary, with samples required for such tests being furnished by and at the cost of the Contractor. Any test is for the benefit of the Owner and shall not relieve Contractor of the responsibility for providing quality control measures to assure that Work performed strictly complies with the Construction Documents. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.

2.12.7 Materials, workmanship, equipment or accessories may be rejected on the basis of the test results even though general approval has been previously given. If items have been incorporated in Work, the Design Professional shall have the right to cause their removal and replacement by items meeting Construction Document requirements, with the cost therefore being borne by the Contractor and not the Owner, or to demand and secure appropriate reparation to or price adjustment for the benefit of Owner from the Contractor.
2.13  **As-Built Drawings.**

2.13.1 Prior to Final Payment, the Contractor shall complete and turn over to the Owner and Design Professional the As-Built Drawings that have been kept current at the Project Site by the Contractor. Those As-Built Drawings shall consist of a set of drawings which clearly indicate all field changes that were made during contract performance to adapt to field conditions, changes resulting from amendments or change orders and all buried and concealed installation of piping, conduit and utility services. All buried and concealed items both inside and outside the facility shall be accurately located on the As-Built Drawings as to depth and in relationship to not less than two permanent features such as interior or exterior wall faces. The As-Built Drawings shall be clean and all changes, corrections, and dimensions shall be given in a neat and legible manner in a contrasting color. Contractor shall also provide an electronic file of the As-Built Drawings to Owner in digital form pre-approved by Owner.

2.13.2 With respect to any changes or corrections in the Work which are made subsequent to Substantial Completion, such revisions shall be submitted to the Design Professional for approval prior to Final Payment.

2.14  **Contractor’s Responsibility for Project Safety.**

2.14.1 Contractor recognizes the importance of performing its work in the safest manner possible so as to prevent damage, injury or loss to (a) all individuals at or in the vicinity of the Work, whether working or visiting the Project or Campus; (b) all work, including materials and equipment incorporated or stored on- or off-Site; and (c) all property adjacent to the Site. On that basis Contractor assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work and will submit a Safety Plan complete form to Owner and Design Professional at the time of issuance of the Notice to Proceed with the Work, upon Owner request. Contractor shall, prior to commencing construction, designate a safety manager with the necessary qualifications and experience to supervise the implementation of the plan and the monitoring of all safety precautions and programs related to the Work. The safety manager shall make routine daily inspections of the Work Site, and shall hold at least weekly safety meetings with Contractor’s personnel and Subcontractors.

2.14.2 Contractor and its Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner specific safety requirements set forth in the Contract Documents. Contractor will immediately report, in writing, to Owner’s Representative and all government or quasi-government authorities having jurisdiction over matters involving the Work, any injury, loss, damage or accident occurring at the Site of the Work.

2.14.3 Contractor’s responsibility for safety under Section 2.14 is not intended to in any way relieve Contractor’s Subcontractors (of any tier) from applicable obligations and responsibilities for complying with all Legal Requirements, including those related to health and safety matters, and their taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.15  **Warranty.**
2.15.1 Contractor warrants to Owner that the construction, including all materials and equipment furnished as part of the Work, shall be new, unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Contractor’s warranty obligation excludes defects caused by abuse, alterations, or unreasonable failure to maintain work by persons other than Contractor, Contractor’s Subcontractors, or others under Contractor’s control. Nothing in this warranty by Contractor shall limit any manufacturer’s warranty, which provides Owner with greater warranty rights than set forth in Section 2.14 or the Contract Documents.

2.15.2 Contractor will provide Owner with all manufacturers’ warranties and Operation and Maintenance Manuals upon the date of Substantial Completion of the Work. Contractor shall provide Owner a two-(2) year warranty for all portions of the Work which warranty will commence upon Substantial Completion of the Work. All statutory, special, or other warranties, express or implied, related to latent defects, or as noted in the Contract Documents, will remain in force and are not limited or superseded by this provision.

2.15.3 The Warranties identified herein do not limit or control other remedies available to Owner at law or their limitation periods, if any.

2.16 Correction of Defective Work.

2.16.1 If any portion of the Work is covered over by Contractor or its Subcontractor contrary to the request of the Design Professional or Owner or as required by the Construction Documents or the applicable building standards or codes if requested in writing by the Design Professional or Owner, that Work or portion thereof must be promptly uncovered for observation at the Contractor’s own expense.

2.16.2 If any portion of the Work, other than those portions required to be inspected by the Design Professional, the Owner or others, prior to being covered, has been covered over, the Design Professional or Owner may request that it be uncovered for observation. If such portion of the Work is found to be in accordance with the requirements of the Construction Documents, the cost of uncovering it shall be charged to the Owner as an amendment or change order. If such portion of the Work is found not to be in compliance with the requirements of the Contract Documents, the Contractor shall bear such costs to uncover and remove and replace or repair.

2.16.3 Unless a specific written waiver of such non-conformance has been provided to the Contractor, Contractor agrees to promptly correct any Work that is found not to be in conformance with the Contract Documents, whether previously inspected by the Owner’s representatives or not. This obligation of Contractor shall continue for a period of two (2) years from the date of Substantial Completion. Nothing in this section shall waive any other rights or remedy that the Owner may have under Arizona law.

2.16.4 Contractor, upon receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, shall, within seven (7) days (except in the case of an emergency or item on the schedule critical path, which will require immediate response) commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to any other parts of the Work affected by the nonconforming Work. In the event Contractor fails to commence the necessary corrective steps within seven (7) days of the Notice, Owner, in addition to any other remedies provided under the
Contract Documents, may at the end of the seven (7) day period commence to correct or cause the correction of such nonconforming Work with its own or other forces. Contractor shall be responsible for all costs and expenses that Owner incurs in remedying any such Work not in conformance with the Contract Documents, including at Owner’s sole discretion, any of its own staff time costs and all Design Professional or other fees incurred. Owner will notify Contractor of its intent to make such corrections at or before the commencement of the corrective work.

2.16.5 The two-year warranty period referenced in Section 2.15 applies only to the Contractor’s obligation to correct Work not in compliance with the Construction Documents, and shall not constitute a period of limitations with respect to any other rights or remedies Owner may have with respect to Contractor’s other obligations under the Contract Documents. Contractor acknowledges that, for purposes of statutes of limitations, Owner is an instrumentality of the State of Arizona, acting in its sovereign capacity.

SECTION 3 DESIGN PROFESSIONAL’S SERVICES AND RESPONSIBILITIES

3.1 The Design Professional is the individual or legal entity identified in the Contract Documents and/or otherwise designated by the Owner who is retained by the Owner to design and/or oversee the Project. For purposes of this Contract only, the term also includes individuals employed by the University of Arizona who render such services in connection with the Project.

3.2 The Design Professional shall have the right, responsibility and authority to carry out the specific duties required of the Design Professional, as described herein and in the Agreement(s) between the Design Professional and the Owner, including any amendments thereto.

3.3 The Design Professional will visit the site as it is deemed by the DP Design Professional or Owner to be appropriate in order to advise the Owner as to the quality and progress of the construction. The Contractor shall cooperate with the Design Professional in all respects in this regard, including attending meetings as requested.

3.4 The Design Professional will be the initial interpreter of the intent and requirements of the Construction Documents. The Design Professional shall render written initial interpretations with reasonable promptness following a written request from the Owner or the Contractor in that regard. These initial interpretations shall be consistent with the intent of the Construction Documents.

3.5 The Design Professional will timely review and approve or take other appropriate action upon the Contractor’s submittals, such as Shop Drawings, Product Data and Samples, for conformance with the Construction Documents. Such action shall be taken with reasonable promptness as specified so as to cause no delay. The Design Professional’s approval of a specific item or component shall not indicate approval of an assembly of which the item is a component.

3.6 Following consultation with the Owner, the Design Professional will take appropriate action to facilitate issuance of amendments or change orders and may authorize minor changes in the Work as defined in Section 1.2.18.

3.7 The Design Professional and Owner will each have authority to reject any Work which does not conform to the Contract Documents and to require special inspection or testing but may take such action only after consultation with the other. However, neither the authority to act given to the Design Professional and the Owner under this subparagraph nor any decision made by them
in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility by them to the Contractor, any Subcontractor, any of their agents or employees, or any other person performing any of the Work.

3.8 Based on its observations of the Work and evaluation of applications for payment the Design Professional will have the responsibility to determine the amounts owed to the Contractor from time to time under and in accordance with Section 7 of these General Conditions and applicable law.

SECTION 4 OWNER’S SERVICES AND RESPONSIBILITIES

4.1 Owner shall, throughout the performance of the Agreement, cooperate with Contractor and perform Owner’s responsibilities, obligations and services in a timely manner so as not to delay or interfere with Contractor’s performance of its obligations under the Contract Documents.

4.2 Owner’s Representative shall be responsible for processing and delivery of Owner-supplied information and approvals or rejections in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents. Owner’s Representative shall also provide Contractor with reasonably prompt notice if and when it observes any failure on the part of Contractor to fulfill its contractual obligations, including errors, omissions or defects in the Contractor’s performance of its Work. Failure of the Owner or its representatives to notify the Contractor hereunder shall not reduce, change, lessen or alleviate in any way, the duties and obligations of Contractor under the Contract Documents.

4.3 Owner is responsible for all work performed at the Project by parties under the Owner’s control other than Contractor or Design Professional. Owner shall contractually require such parties to cooperate with, and coordinate their activities with Contractor so as not to unreasonably interfere with Contractor’s ability to complete its Work in a timely manner, consistent with the Contract Documents.

SECTION 5 HAZARDOUS MATERIALS AND SITE CONDITIONS

5.1 Hazardous Materials.

5.1.1 It is the sole responsibility of the Contractor to properly remove and dispose of any Hazardous Materials in the Project identified as such in the Contract Documents by the Owner. Contractor, upon encountering any Hazardous Materials not identified in the Contract Documents, shall stop Work immediately in the affected area and notify Owner and, if required by applicable rules, all governmental or quasi-governmental entities with jurisdiction over the Project. Owner has responsibility to take the necessary measures required to properly remove and dispose of Hazardous Materials not identified in the Contract Documents as being the responsibility of the Contractor.

5.1.2 Contractor will be entitled, in accordance with the provisions of these General Conditions, to an adjustment in the Contract Price or Contract Time(s) of performance, or both, to the extent that the Contractor’s costs or time of performance have been adversely and materially impacted by the presence of unforeseen or undisclosed Hazardous Materials.
5.1.3 Owner is not responsible for Hazardous Materials introduced to the Site by Contractor, Subcontractors (of any tier) or anyone else for whom the Contractor is responsible unless provision of such Hazardous Materials are called for in the Contract Documents, or has called for the removal of any such Hazardous Materials.

5.1.4 Contractor agrees to indemnify, defend and hold harmless Owner and others under Owner’s control, and the officers, directors, employees and agents of each of them, from and against all claims, losses, liabilities, costs and expenses, including but not limited to attorney’s fees and expenses, arising out of or resulting from Contractor’s importation, improper handling, storage, abatement, removal or disposal of any Hazardous Materials by Contractor.

5.1.5 Releases of Hazardous Substances. Upon any release of any hazardous substance in connection with the Work, whether relating to a pre-existing condition or acts or omissions of Contractor, Contractor shall take immediate action reasonably necessary to contain the release and if the hazardous material release is not a Contractor release, Owner will pay Contractor the reasonable costs incurred by Contractor in taking such containment action. Owner may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity needed, provided that if the release is not a Contractor release, Owner will be responsible to pay Contractor for such Contractor containment activities in accordance with Section 10.4 of these General Conditions, including allowance of additional Contract Time thereunder.

5.2 Site Conditions.

5.2.1 The Contractor shall thoroughly acquaint themself with all available information concerning the conditions of the Work and is responsible for correctly and fully estimating the difficulty and cost of successfully performing the Work.

5.2.2 The Contractor acknowledges that it has thoroughly examined the site, plans and specifications, boring data and all other soils information and as-built data made available and by submission of the project-specific Work Order proposal herein avows that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials or existing obstacles to be encountered. The Contractor acknowledges that boring data and other soils information and as-built data made available is only a general indication of materials and/or conditions likely to be found adjacent to holes bored or in existing structures or facilities or other areas. If the Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to the Owner in writing. If the Contractor determines that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions to the Owner, remains dissatisfied or uninformed, the Contractor shall refrain from submitting a project-specific Work Order proposal, or if the Contractor does submit a proposal, the Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate, or ambiguous information.

5.3 Unforeseen Project Site Conditions.

5.3.1 Contractor shall immediately provide written notice to Owner apprising Owner of unforeseen conditions encountered, including:
   a) Subsurface or latent physical conditions encountered at the site which differ materially from those indicated in the Contract Documents and which were not known by the Contractor or could not have been discovered by careful examination and investigation
of the information available at bid time and the site, and which could adversely affect
the timely performance of the Work or its cost or;
b) Unknown and unexpected physical conditions at the site, of an unusual nature, differing
materially from those ordinarily encountered in the locale or generally recognized as
inherent in the sort of work provided for in the Contract Documents.
The Contractor shall not disturb or modify such conditions without Owner’s prior written consent.

5.3.2 The Design Professional and/or the Owner shall within ten (10) days or such other
reasonable time as necessary, investigate the conditions discovered. If the Design Professional
and/or the Owner find that conditions are so materially different as to support an equitable
adjustment in the Contract Price or the Contract Time, this will be done by written Change Order
or Amendment. If the Design Professional and/or the Owner determine that no Change Order or
Amendment will be issued, the Contractor shall continue with the Work at no additional cost.

5.3.3 No claim by the Contractor for an increase in the Contract Price or Contract Time
hereunder shall be allowed without proper advance notice and an adequate opportunity for the
Owner to investigate.

5.3.4 In no event shall the Contract Time or Contract Price be adjusted for conditions that could
have and should have been identified by the Contractor through its investigations or survey of
existing conditions prior to bid submission.

5.3.5 If Owner determines Contractor has no entitlement to an adjustment in Contract Price or
Contract Time for what Contractor contends is an unforeseen Project Site condition, Contractor
may only proceed in pursuit of its position or claim in accordance with the provisions of Section
11 of these General Conditions.

5.4 Archaeological Conditions.

5.4.1 If in the course of performing the Work, the Contractor, any Subcontractor or other persons
or entities under the control of Contractor, encounters any Native American burial site or other
archeological artifacts are disturbed, the Contractor shall notify Owner and suspend any work or
activity in the vicinity of the burial site or artifact. Owner will determine with reasonable
preemption what action, if any, needs to be taken and advise Contractor how to proceed or to adjust
the Work. Any claim or need for adjustment in Contract Time or Contract Price will be handled
under 5.3.2 above.

SECTION 6 INSURANCE AND BONDS

6.1 Bond Requirements.

6.1.1 Prior to the execution of each project-specific Work Order, the Contractor shall furnish to
the Owner performance and payment bonds, satisfactory in form to the Owner, each in a penal
sum equal to one hundred percent (100%) of the project-specific Work Order Contract Price. These
surety bonds in the form attached hereto as Attachment 1 to these General Conditions are not to
be expressly limited as to time in which action may be instituted against the surety company. The
bonds shall be furnished on Owner’s forms and shall be executed by a surety company authorized
to do business in the State of Arizona and shall strictly comply with ABOR Policy 3-804 E, which
policy shall control in the event of any conflict of the Bonds, or either of them with the
requirements of these General Conditions. Individual sureties and default type insurance will not be accepted by Owner as a substitute for the requisite Contractor performance and payment bonds.

6.1.2 The Owner may require each proposed Subcontractor whose subcontract amount will be $100,000 or more to furnish a performance bond on Owner’s form or on a form approved by Owner, which provides equal or better coverage, for the full amount of its subcontract. This bond shall be obtained by the Subcontractor as a separate entity and the cost shall be included in the Subcontractor’s bid to the Contractor. Alternatively, in place of Subcontractor performance bonds, if approved in advance by the Owner, the Contractor may provide Subcontractor default protection that is equivalent or better than bonds provided by the Subcontractors. The cost of such bonds or default protection shall be included in the bid and Contract Price.

6.2 Contractor Insurance Requirements.

6.2.1 The Contractor shall not commence any Work until it obtains all required insurance and furnishes satisfactory proof to the Owner. The Contractor shall not permit any Subcontractor to commence work on the Project until all bond and insurance requirements have been complied with by the Subcontractor.

6.2.2 Insurance coverage assuring the adequacy of the Contractor’s performance and warranty obligations shall be maintained for the full warranty period specified in Section 2.15 and any specific guarantee or warranty available by law.

6.3 Minimum Scope and Limits of Insurance.

6.3.1 Without limiting any liabilities or any other obligations of the Contractor, the Contractor shall provide and maintain, and cause its Subcontractors to provide and maintain, insurance coverage in forms and with duly licensed or approved non-admitted insurers in the state of Arizona and rated at least A-VII in the current A.M. Best Company ratings. The Owner in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor or any Subcontractor from all insured or insurable risks or from potential insurer insolvency.

6.3.1.1 The Contractor shall cause its subcontractors engaged in the performance of services under this Agreement to provide and maintain appropriate types and amounts of insurance coverage and limits of liability, as determined by Contractor and agreed to by Owner, commensurate to the type of work to be performed and exposure to risk. Subcontractor coverage shall be maintained through Final Completion and additionally provided whenever performing services at the project site during the full warranty period.

6.3.2 Worker's Compensation Insurance. Contractor shall procure and maintain worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Contractor, its employees, or both, engaged in the performance of services under this Agreement. Contractor shall maintain coverage through Final Completion for all employees engaged in the performance of services under this Agreement, and shall maintain coverage through the full warranty period specified herein for all employees that perform services at the Project Site after Final Completion, and during the full warranty period.
Worker’s Compensation  Statutory
Employer’s Liability
  Each Accident  $1,000,000
  Disease – Each Employee  $1,000,000
  Disease – Policy Limit  $1,000,000

The policy shall contain a waiver of subrogation against the State of Arizona, the Arizona Board of Regents, the University of Arizona and their officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

This requirement shall not apply to: Separately, each contractor or Subcontractor that is exempt under A.R.S. 23-901, and when such contractor or Subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

6.3.3 Commercial General Liability Insurance. The policy shall be an occurrence form policy and shall include coverage for bodily injury, broad form property damage (including completed operation), personal injury (including coverage for contractual and employee acts), and blanket contractual products. Said policy shall contain a severability of interest provision, and shall not contain any provision which would serve to eliminate third-party action over claims.

- General Aggregate  $2,000,000
- Products – Completed Operations Aggregate  $1,000,000
- Personal and Advertising Injury  $1,000,000
- Blanket Contractual Liability – Written and Oral  $1,000,000
- Fire Legal Liability  $ 50,000
- Each Occurrence  $1,000,000

Contractor shall maintain the above-listed coverage limits through the two-year Contractor’s warranty period specified herein for Contractor.

The policy shall be endorsed to include the following additional insured language: “The State of Arizona, the Arizona Board of Regents, the University of Arizona, and their officers, officials and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.

The policy shall contain a waiver of subrogation against the State of Arizona, the Arizona Board of Regents, the University of Arizona, and their officers, officials, and employees for losses arising from work performed by or on behalf of the Contractor.

6.3.4 Business Automobile Liability Insurance. Contractor shall procure and maintain commercial/Business automobile liability insurance with a minimum, combined single limit for bodily injury and property damage of not less than $1,000,000 each accident with respect to the Contractor’s owned, hired, or non-owned vehicles assigned to or used in performance of the services.

If Hazardous Materials or waste are to be transported, the Commercial Automobile Liability insurance shall be endorsed with the MCS-90 endorsement in accordance with applicable legal requirements.
Contractor shall maintain the above-listed coverage limits through the two-year Contractor’s warranty period specified herein for Contractor.

6.3.5 **Builder’s Risk Insurance.** Contractor shall provide and maintain, until written notice of Substantial Completion from the Owner, a Builder’s All Risk Insurance Policy, which will protect the interests of the Owner and contractors of all tiers against loss as specified below. This policy shall provide coverage for 100% of the insurable value of the Work, including any Owner furnished work. The insurance shall provide replacement cost coverage for all real and personal property incorporated into the Work including engineered and Project specific false works and formings, while at the Project Site, off-site, or in transit. Coverage shall be extended to include soft costs (such as reasonable compensation for Design Professional, Owner and contractors’ services and expenses required as a result of an insured loss, excluding any Liquidated Damages), extra expense, and expediting expense.

The insurance obtained under this section 6.3.5 shall insure against “all risks” of direct physical loss or damage, including, without duplication of coverage, collapse, earthquake, flood, testing and startup, and ensuing damage as a result of faulty workmanship or material or both.

The policy shall name the State of Arizona, Arizona Board of Regents, and the University of Arizona as loss payee for all covered losses as their interests may appear.

The policy shall be endorsed waiving the carrier’s right of recovery under subrogation against the Owner, Contractor and Subcontractors, for losses covered under the Builder’s Risk policy.

The Contractor shall be responsible for the deductible on each loss and shall retain responsibility for any loss not covered by the Builder’s Risk policy.

The Contractor shall be solely responsible for any required notice to or consent of the insurer providing the Builder’s Risk coverage regarding a) a covered event or occurrence and b) occupancy of the Work, or a portion thereof, by the Owner.

This insurance shall not cover any contractor’s equipment, including, but not limited to machinery, tools, equipment, or other personal property owned, rented, or used by the Contractor or Subcontractors in the performance of their work on the Work, which will not become a part of the Work to be accepted by the Owner.

6.3.6 **Umbrella/Excess Liability Insurance.** Contractor shall procure and maintain Umbrella/Excess insurance covering General, Automobile and Employers Liability in excess of scheduled primary limits, with minimum policy limits of $2,000,000.00 per occurrence and $4,000,000.00 aggregate.

The Umbrella/Excess insurance policy shall include a drop-down provision. In the event of the depletion or exhaustion of the Contractor’s underlying policy aggregate(s) by payment of loss, the umbrella/excess policy shall continue for subsequent losses as follows:

In the event of such depletion, it shall continue for subsequent losses as excess insurance over the amount of insurance remaining under the underlying insurance, subject to the policy limits.
In the event of such exhaustion it shall continue for subsequent losses as primary insurance excess of any retention specified in the excess policies.

Contractor shall maintain these Umbrella/Excess Liability coverage limits through the two-year Contractor’s warranty period specified herein for Contractor.

6.3.7 Additional Insurance Requirements. The policies required in Articles 6.3.3 (Commercial General Liability), 6.3.4 (Business Automobile Liability), 6.3.5 (Builder’s Risk Insurance) shall include, or be endorsed to include, the following provisions:

The State of Arizona, the Arizona Board of Regents, the University of Arizona, and their officers, officials and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

The Contractor’s insurance coverage shall be primary insurance with respect to all other available sources, except for Worker’s Compensation insurance. Any self-insurance or other insurance carried by the State of Arizona, the Arizona Board of Regents, and the University of Arizona, their officers, or employees, if any, shall be excess and not contributory to the insurance provided by the Contractor.

Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

6.3.8 Proof of Insurance. Contractor shall provide to the Owner certificates of insurance (ACORD form or equivalent approved by the Owner) evidencing the coverages required herein as proof that the policies providing the required coverages are in full force and effect prior to the Contractor’s performing any work on the premises of the Owner. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All of the above conditions shall be clearly shown on each certificate. Such certificates shall identify this Agreement or be an annual or periodic certificate stating that it covers any and all projects or work performed by the Contractor during said period. Coverage afforded under the policies will not be canceled, terminated or materially altered until at least thirty (30) days' prior written notice has been provided by the Contractor to the Owner as evidenced by a return receipt signed by the Owner. Certificates of insurance should be addressed as follows:

Arizona Board of Regents, State of Arizona and the University of Arizona
Planning, Design and Construction
Post Office Box 210300
Tucson, AZ 85701-0300

Owner has the right to request and to receive, within ten (10) working days, certified copies of any or all of the policies and/or endorsements required in this Agreement. Owner shall not be obligated to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed waiver of, Owner’s right to insist on strict fulfillment of Contractor’s obligations under this Agreement.

6.3.9 Failure to Provide or Maintain Insurance. Failure on the part of the Contractor to procure or maintain the required insurance shall constitute a material breach of this Agreement.
upon which the Owner may immediately terminate this Agreement, or at its discretion procure new or renew such insurance and pay all premiums in connection therewith, and all monies so paid by the Owner shall be repaid by the Contractor to the Owner upon demand, or the Owner may offset the cost of such premiums together with interest at the statutory legal rate against any money due the Contractor from the Owner. Costs for coverages maintained by the Contractor in excess of those required hereunder shall not be charged to the Owner.

6.3.10 **Authorization to Obtain Information.** The Owner may, and the Contractor hereby authorizes the Owner to, request and receive directly from insurance companies utilized by the Contractor, in meeting the insurance requirements any and all information reasonably considered necessary in the sole discretion of the Owner.

6.3.11 **Waiver.** Contractor and its insurers providing the coverages required above shall and do hereby waive all rights of recovery against the State of Arizona, the Arizona Board of Regents, the University of Arizona, and their officers and employees.

6.3.12 **Claim Reporting.** Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect Owner.

6.3.13 **Self-insurance.** The policies specified herein may provide coverage which contains deductibles or self-insured retentions. Such deductibles and/or self-insured retentions shall not be applicable with respect to the coverage provided to Owner under such policies. The Contractor shall be solely responsible for deductible and/or self-insured retention, and Owner, at its option, may require the Contractor to secure the payment of such deductible or self-insured retention by a surety bond or an irrevocable and unconditional letter of credit.

6.3.14 **Cancellation of Insurance.** In the event any insurance coverage required in their Section 6 for the Work is canceled, reduced, or terminated, Contractor agrees to provide notice to Owner and replace the insurance without any lapse of protection to Owner. If such coverage is not replaced, or Contractor fails to meet any of the requirements for insurance listed above, Owner may at its option immediately terminate the Agreement between Owner and Contractor, or in Owner’s discretion, procure or renew such missing insurance coverage and pay the premiums therefore. Any such premium amounts paid by Owner shall be repaid by Contractor upon demand, or Owner if not paid, may offset the premium cost plus interest at the legal rate from Contractor’s Final Payment under the Agreement. Except for the Builder’s Risk coverage, the Owner’s exercise of its option to occupy and use completed portions of the Work shall not relieve the Contractor of its obligation to maintain insurance required under the insurance provisions of this Agreement until the date of Final Completion and/or the expiration of the warranty period as specified in Sections 6.3.2, 6.3.3, 6.3.4 and 6.3.6 above.

6.3.15 **Contractual Obligations.** The stipulation of insurance coverages in this section 6.3 or elsewhere, shall not be construed to limit, qualify, or waive any liabilities or obligations of Contractor, assumed or otherwise, under this Agreement.

**SECTION 7 PROGRESS PAYMENTS**

7.1 Each project-specific Work Order shall be invoiced and paid separately. Payments on account of the project-specific Work Order Contract Price will be made monthly as Work...
progresses, as evidenced by the percent complete identified in the Schedule of Values, as submitted with each Payment Application. Payment Applications, covering labor, material, equipment, supplies, and other items completed, delivered or suitably stored on site during a period ending on the last calendar day of each month, shall be submitted to the DP and the Owner by the Contractor on the current edition of AIA Documents G702 and G703 within five (5) days after the end of the billing period. Payment Applications shall be notarized, shall be supported by such data substantiating the Contractor's right to payment as the Owner or the DP may require.

7.2 Each payment made to the Contractor shall be on account of the total amount payable to the Contractor, and title to all Work covered by a paid partial payment shall thereupon pass to the Owner. Nothing in this section shall be construed as relieving the Contractor from the sole responsibility for care and protection of materials and Work upon which payments have been made, for restoration of any damaged Work, or as a waiver of the right of the Owner to require fulfillment of all terms of Contract Documents.

7.3 The Design Professional, within seven (7) days after receipt of Contractor application for progress payment, and no later, will either issue to Owner (a) a certificate of approval for payment of such amount as is invoiced in the payment application, or (b) specific written findings setting forth those items in detail in the estimate of the Work in the pay application that are not approved for payment under the contract. All items in the payment application not made the subject of the written detailed finding of the Design Professional on non-approval shall be deemed approved.

7.4 The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the Owner, based on Design Professional’s observations at the site and the data comprising the Application for Payment, that the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in his certificate); and that the Contractor is entitled to payment in the amount certified. However, by issuing a Certificate of Payment, the Design Professional shall not thereby be deemed to represent that the Design Professional has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Price.

7.5 Payment may be withheld in whole or in part to protect the Owner on account of:

a) Unsatisfactory job progress as determined by the Owner.
b) Defective Work or materials not remedied.
c) Disputed Work or materials.
d) Claims or other encumbrances filed or reasonable evidence indicating probable filing of claims or other encumbrances by Subcontractors or Suppliers, or others.
e) Failure of the Contractor to make payment to Subcontractors or Suppliers within seven (7) days after receipt of each progress payment.
f) A reasonable doubt as determined by the Owner that the Work can be completed for the unpaid balance of the Contract Price or within the Contract Time.
g) The Contractor's failure to perform any of its contractual obligations under the Contractor Documents, or any other agreement with the Owner.
h) Deficiencies or claims asserted by Owner against Contractor arising from any other project.
7.6 Within fourteen (14) days following the receipt of the Design Professional certificate of approval for payment and the written detailed findings of items not approved, if any, the Owner shall pay the amount due on the progress payment application to the Contractor.

7.7 Within sixty (60) calendar days after the issuance of the Certificate of Final Completion and receipt by Owner of all other documents required from Contractor by the Contract Documents, all amounts shall be paid to Contractor as part of Final Payment provided however; a) the Final Payment shall not become due from Owner until the Contractor delivers to the Owner all items per Section 8.2.2 requirements, including full and final unconditional releases in statutory form from all Subcontractors and major Suppliers acknowledging their having received payment in full. Any claim filed thereafter shall be the responsibility of the Contractor, and b) if any claim does remain unsatisfied after all payments are made by Owner, the Contractor shall immediately upon demand refund to the Owner all monies that the latter may be compelled to pay in discharging such unsatisfied claim including all costs, interest and attorneys’ fees.

7.8 **Payment for on-site and off-site materials.** Progress Payment shall be made when due to Contractor on account of materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the Work. Payment may be similarly made to Contractor for materials and equipment suitably stored off the Site, conditioned upon the Contractor furnishing satisfactory evidence to the Owner that (a) title to the materials and equipment will pass to the Owner upon payment for same; and (b) there are no claims of third parties; and (c) the materials and equipment are adequately insured for full replacement value plus delivery; and (d) such other matters as the Owner may reasonably request in order to protect its interests.

7.9 The Contractor warrants that title to all construction work included in an Application for Progress Payment shall pass to the Owner no later than the time of payment therefore. The Contractor further warrants and represents to Owner that upon submittal of an Application for Payment, all construction work for which Applications for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, its Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

7.10 **Contingencies.** If required and included in the project-specific Work Order issued by the Owner, the Contract Price may include a Contingency amount as a direct construction cost, to cover legitimate unforeseen construction expenses, or expenses otherwise agreed to by Owner and Contractor. After the Contract Price has been accepted the use of any Contingency shall be subject to Owner’s review and approval. The Contractor shall submit a detailed report to the Owner at regular intervals indicating how the Contingency was used and the overall status of the Contingency amount. At the completion of the project-specific Work Order, all unused contingency shall be returned to Owner, via a deductive change order in accordance with Section 11 of this Agreement.

7.11 **Allowances.** If required and included in the project-specific Work Order issued by the Owner, the Contract price may include Allowances as a direct construction cost for items and amounts directed by the Owner. The Contractor's price for the Work shall include all of the Contractor's costs associated with administering such Allowances. If the actual cost of the Allowance is more or less than the prescribed amount the Contract Price shall be adjusted
accordingly and in accordance with Section 11 of this Agreement. Any unused Allowance amounts shall be returned to the Owner, via deductive change in accordance with Section 11 of this Agreement.

7.12 **Retainage.** In accordance with ABOR Policy 3-804F there shall be no retainage held on Job Order Contracting construction services contracts.

**SECTION 8  COMPLETION AND FINAL PAYMENT**

**8.1 Substantial Completion.**

8.1.1 When the Contractor requests a Substantial Completion Inspection for the Work or a designated portion thereof, the Design Professional and the Owner shall determine the validity of the request. A list of items to be completed or corrected shall be prepared by the Contractor and presented to the Owner and the Design Professional with the request for inspection (“Punch List”). By submitting a request for Substantial Completion Inspection the Contractor thereby certifies that it has performed a thorough inspection of the Project in preparing the list of items to be completed or corrected, has consulted with its subcontractors, and that the remaining incomplete or defective work shall be completed within thirty (30) days of submission of the request. The Owner or the Design Professional or both shall evaluate the Contractor's request and list of uncompleted items and, if appropriate in their judgment, add to or delete items from the list necessary to complete the work. The failure to include items on any punch list shall not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. By submitting a request for Substantial Completion Inspection, the Contractor thereby certifies that the remaining incomplete or defective Work required by the Contract Documents shall be completed within thirty (30) days.

8.1.2 If the Design Professional and/or the Owner, on the basis of a Substantial Completion inspection, determine that the Work has been substantially completed in accordance with the Contract Documents, then the Owner will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion; shall state the responsibilities of the Contractor for remaining punch list items, maintenance, heat and utilities, security, and damage to the work; and shall fix the time, not to exceed thirty (30) days, within which the Contractor shall complete the punch list. The Certificate of Substantial Completion shall be submitted by the Owner to Design Professional and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate. The Project shall not be deemed substantially complete until the Certificate is issued irrespective of Owner occupancy.

8.1.3 At the Owner’s written request, Project Closeout Documents normally required for submission by the Contractor to the Owner for Substantial Completion may include, but are not limited to:

a) State Fire Marshal Acceptance Report – Building/Fire Alarm/Fire Sprinkler  
b) State Elevator Inspection Report  
c) Preliminary Balance Report  
d) Preliminary As-Builts  
e) Attic Stock  
f) Substantial Completion Project Inspection  
g) Punchlist Issued  
h) Certificate of Substantial Completion
i) O&M Manuals and Training

8.2 Final Completion and Final Payment.

8.2.1 Conditions Precedent to Final Completion. Completion of all outstanding Work items noted in the Substantial Completion Punch List, or relevant portion thereof, and completion of all other Project Closeout items as required in order for Owner to certify Final Completion. Project Closeout requirements for Final Completion certification are often project specific and are to be reviewed and established during the pre-construction meeting prior to commencement of the work. These Project Closeout requirements may include, but are not limited to, timely submission of accurate As-Built drawings, Record Submittals, O&M Manuals and Training, final HVAC Balance Reports and final financial/surety closeout documents as applicable.

8.2.2 Conditions Precedent to Final Payment. Final Payment shall not become due until such time as Final Completion is achieved and the Contractor submits to the Owner all required Project Closeout items established at time of commencement of the work.

8.2.3 If, after Substantial Completion of the Work has been achieved, Final Completion is materially delayed through no fault of the Contractor, or by the issuance of additional change orders or change directives by the Owner, the Owner may at its sole discretion, upon request of the Contractor, and without terminating the project-specific Work Order, make payment to Contractor of the balance due for that portion of the Work fully completed.

8.2.4 Acceptance of Final Payment by the Contractor shall constitute a waiver of all affirmative claims by the Contractor in connection with the project-specific Work Order and performing of the Project. The making of the Final Payment by the Owner shall constitute a waiver of claims by the Owner, except those arising from (a) liens, claims, security interests and encumbrances arising out of the Work after Final Payment; (b) latent defects which the Owner becomes aware of after Final Payment; or (c) the terms of warranties required by the Contract Documents and other rights provided under Arizona law.

SECTION 9 INDEMNIFICATION

9.1 Proprietary Rights, Patent and Copyright Infringement.

9.1.1 Contractor shall defend any action or proceeding brought against Owner based on any assertion or claim that the Work, or any part thereof, or the operation thereof or use of the Work or any part thereof, constitutes infringement of any third party proprietary rights, trademark, patent or copyright, now or hereafter issued (“Proprietary Rights”). Owner agrees to give prompt notice in writing to Contractor of any such action or proceeding and to provide authority, information and assistance in the defense of same. Contractor shall defend, indemnify and hold harmless Owner from and against all damages and costs, including attorney’s fees, awarded against Owner or Contractor in any such action or proceeding. Contractor further agrees to keep Owner informed of all developments in the defense of such actions or proceedings.

9.1.2 In the event that Owner is enjoined from the operations or use of the Work, or any part thereof in connection with any claim of infringed proprietary rights, Contractor shall at its sole expense take reasonable steps to procure the right or license to operate or use the Work. If Contractor cannot so procure the aforesaid right within a reasonable time, Contractor shall then,
promptly, at Contractor’s option and at Contractor’s expense and in consultation with owner, (a) modify the Work so to avoid infringement of any Proprietary Rights; or (b) replace said Work with Work that does not infringe or violate any such Proprietary Rights.

9.1.3 Sections 9.1.1 and 9.1.2 above shall not be applicable to any action or proceeding based on infringement or violation of a Proprietary Right (a) relating solely to a particular process or the product of a particular manufacturer specified by Owner and such processes or products are something other than that which has been offered or recommended by Contractor to Owner; or (b) arising from modifications to the Work by Owner or its agents after acceptance of the Work.

9.1.4 In addition to the other obligations of the Contractor under this Section 9.1, Contractor will be responsible for delays and for increases in the cost of the work associated with or arising out of any claim of infringed Property Rights.

9.2 General Indemnity.

9.2.1 Contractor shall indemnify, defend, save and hold harmless the State of Arizona, the Arizona Board of Regents, and the University of Arizona and their officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), loss or damage to tangible or intangible property or financial loss incurred by the Indemnitee caused, or alleged to be caused, by the negligence, acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or Subcontractors, arising out of or in any way related to the performance of the Work or this Agreement, or defects in the Work, or any materials supplied. This indemnity includes any claim or amount arising out of or recovered under the Workers’ Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, the Arizona Board of Regents, the University of Arizona, and their officers, officials, agents and employees for losses arising from the Work performed by the Contractor for the State of Arizona.

SECTION 10 TIME AND DELAY

10.1 The Contractor and Owner both recognize and acknowledge that any time limits set forth in the Contract Documents for performance are of the essence of this Agreement. Contractor agrees that it will commence performance of the Work, achieve Substantial and Final Completion of the Work, and achieve any interim Milestones for Substantial Completion in compliance with all contractual time requirements.

10.2 It also is agreed that time is of the essence of each and every part of the Contract Documents and of the Specifications wherein a definite and certain length of time is fixed for the performance of any act or activity whatsoever. Where, under the Contract Documents additional time is allowed for the completion of any Work, the new time limit fixed by such extension shall also be of the essence of this Agreement.
10.3 Failure of the Contractor to achieve the completion dates for Substantial or Final Completion set forth in the Agreement will result in the assessment of Liquidated Damages as required by the Agreement. The per day amount for Liquidated Damages provided for in the project-specific Work Order shall be paid for each and every calendar day that the Contractor is not in full compliance with the time(s) stipulated in the Agreement for completing the Work. The Liquidated Damages per day amount is fixed and agreed upon by and between the Contractor and Owner because of the impracticality and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain. Any such sums may be withheld by the Owner from Final Payment due hereunder.

10.4 If the Contractor is delayed in the performance of the Work and such delay actually and directly delays a timely achievement of a critical path activity, element or component, due to acts, omissions, conditions, events, or circumstances beyond its reasonable control or prevention and due to no legal fault of its own or those for whom Contractor is responsible under the terms of the Contract Documents, the time for Substantial Completion of the Work, and to the extent applicable, any interim milestones or Substantial Completion dates for portions of the Work shall be extended by written amendment or change order for the amount of time attributable to such events or circumstances. By way of example only, such acts, omissions, conditions, events, and circumstances which would entitle Contractor to an extension of the Contract Time(s), include acts or omissions of Owner, or anyone under Owner’s control, including changes made by separate contractors in the Work by Owner, unforeseeable Project Site conditions, wars, floods, labor disputes, unusual delay in transportation and unusually adverse weather conditions.

10.5 Notice of any delay in performance of the Work which Contractor attributes to the Owner shall be made by Contractor in writing to the Design Professional and Owner immediately but in no event later than 24 hours after discovery of the event giving rise to the delay. The Contractor shall then provide additional details concerning the delay in writing to the Design Professional and the Owner within seven (7) calendar days from the delay notice. Failure to satisfy each of these time requirements shall absolutely bar any and all later delay claims. The detailed notice shall indicate the cause of the delay, and the anticipated length of the delay in reasonable detail, the probable effect of such delay upon the progress and Cost of the Work, and possible mitigation plans. If the cause of the delay is continuing, the Contractor must give written notice every month at the same time it submits the updated progress Narrative Report to the Design Professional.

10.6 Within fifteen (15) calendar days after the elimination of any such delay, the Contractor shall, unless the time is extended and contract signed by the Owner, submit further documentation concerning the delay and, if appropriate, a formal written request requesting an extension of time for such delay and any compensation sought for the delay. The written request for time extension shall state the cause of the delay, the number of days of extension requested and the compensation sought and provide a fully documented analysis of the critical path schedule, including a “fragnet” and any other data demonstrating a delay in the critical path of the Work or individual milestone or the overall Project completion. If the Contractor does not timely comply with the notice and documentation requirements set forth in this Section 10.6, the Contractor’s claim for delay is barred.

10.7 In the event the Contractor gives notice to the Owner of compensable delay alleging that the Owner is responsible for the delay as to which the notice was given and the delay is unreasonable under the circumstances and was not within the contemplation of the Owner and
Contractor when they entered into the project-specific Work Order, the Owner will enter into negotiations with Contractor as to Contractor’s damages, if any.

10.8 It is agreed that no time extensions shall be granted nor delay damages paid unless the delay is clearly demonstrated by the updated Construction Schedule current as of the month the change was issued or the delay occurred and which delay cannot be mitigated, offset, or eliminated through such actions as revising the intended sequence of work or other reasonable means.

SECTION 11 CHANGES TO CONTRACT SCOPE, PRICE, TIME AND TERMS

11.1 Changes.

11.1.1 After the Agreement is signed, modifications to the Agreement, modifications to any project-specific Work Order, including modifications to Contract Price, the Contract Time(s), Scope of Work, or terms and conditions of the Agreement may only be made by a written amendment or change order.

11.1.2 The Contractor shall not proceed with the Work on any change involving an increase or decrease in cost or time without receiving prior written authorization from the Owner. Contractor must proceed in accordance with the procedures set forth in this Section 11. The Owner’s right to make changes in the Work shall not invalidate this Agreement, relieve the Contractor of any responsibility, or require the Owner give notice to the surety. Any other requirement of notice to the surety of a change in the Work shall be the sole responsibility of the Contractor. If the Contractor proceeds with any change involving an increase or decrease in cost or time without written authorization from Owner as required by this paragraph, the Contractor hereby waives all rights or claims Contractor may have in connection with or as a result of the change.

11.1.3 An amendment or change order is a written instrument issued after execution of the Agreement signed by the Owner and Contractor, stating their agreement upon the following, as applicable:
   a) Scope of the change in the Work;
   b) The amount of the adjustment, if any, to the Contract Price;
   c) The extent of the adjustment, if any, to the Contract Time(s) for performance set forth in the Contract Documents; and
   d) Changes to the terms and conditions of the Agreement.

11.1.4 All changes in the Work authorized by an amendment or change order shall be performed under the applicable terms of the Contract Documents, and Owner, and Contractor shall negotiate in good faith and as expeditiously as possible on the appropriate adjustments, if any, in contract time or Contract Price. No Contract Price adjustment on account of a change order shall include the Contractor’s or Subcontractor’s profit, fee, home office overhead or a formula allocation of indirect costs except as allowed in Section 11.4.1 below unless otherwise specifically allowed under these General Conditions.

11.2 Change Directives.

11.2.1 A change directive is a written order, prepared by the Design Professional and signed by Owner, directing a change in the Work at a point in time prior to agreement on an adjustment in Contract Price or the Contract Time(s) of performance or both. By issuance of a written change
directive, Owner, at any time, may make any such changes within the general scope of the Agreement or issue additional instructions, require additional or modified Work, or direct deletion of Work. Upon receipt of a change directive, the Contractor shall promptly proceed with the change in the Work and promptly advise the Owner of the Contractor’s agreement or disagreement with the proposed method of adjustment for Contract Price or the contract time or both.

11.2.2 Owner and Contractor shall negotiate, in good faith and as expeditiously as possible, the appropriate adjustments resulting from the change in Work, and agreement reached shall be effective immediately and memorialized by preparation and execution of an appropriate amendment or change order.

11.3 Minor Changes In The Work.

11.3.1 Design Professional may make minor changes in the Work consistent with the intent of the Contract Documents providing such changes do not involve an adjustment in the Contract Price or Contract Time(s) of performance and do not materially affect or alter the design, quality, or performance. The Design Professional shall promptly inform Owner, in writing, of any such changes, and verify that Contractor has recorded such changes on the As-Built Documents.

11.4 Price, Time, or Scope of Work Adjustment.

11.4.1 The cost of or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:

a) By unit prices from the Unit Price Book specified, as calculated below:
   1) Direct Construction Costs, calculated as the direct extension of the number of units and the unit prices. Unit prices, from an Owner-approved unit price book (i.e. R.S. Means), are not subject to further overhead and profit adjustments.
   2) The Contractor’s coefficient, as previously approved by Owner, will then be applied as a factor of the Direct Construction Costs.

b) By cost, as defined below, and described and presented in Attachment 2 to these General Conditions, properly itemized and supported by sufficient data reduced to meaningful unit prices for each assembled component of the Work in order to facilitate evaluation. Such costs shall be itemized by craft or Division as defined within the schedule of values, submitted in a format approved by the Owner, and limited to items directly allocable to the change in the Work:
   1) Contractor’s cost of materials, including delivery, without Contractor’s markup. Upon Owner request, Contractor may be required to substantiate material costs with supplier invoices and/or purchase orders;
   2) Contractor’s cost of labor, fully-burdened, including, but not limited to, payroll taxes, social security, unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Contractor, and worker’s or workman’s compensation insurance, but excluding Subcontractor labor. Upon Owner request, Contractor may be required to provide a breakdown of hourly rates showing the base rate and all burdens;
   3) Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the location of the Work. For owned
equipment, Contractor must prove reasonable rental rate pursuant to actual ownership costs;
4) Subcontractor or vendor costs as developed from item 6 below;
5) Contractor’s General Conditions percentage of not to exceed five percent (5%) on items 1 through 4 above, unless substantiated differently; the parties agree that this mark-up shall fully cover all Contractor general requirements and general conditions.
6) Cost of Subcontracted work shall be calculated for each subcontractor as follows;
   i. Subcontractor’s cost of materials, including delivery, without Subcontractor’s markup. Upon Owner request, subcontractor may be required to substantiate material costs with supplier invoices and/or purchase orders.
   ii. Subcontractor’s cost of labor, fully-burdened, including, but not limited to, payroll taxes, social security, unemployment insurance, vacation and fringe benefits required by agreement or routinely paid by Subcontractor, and worker’s or workman’s compensation insurance. Upon Owner request, subcontractor will show breakdown of hourly rates showing the base rate and all burdens;
   iii. Rental value of equipment and machinery to be established by rental receipts and not to exceed reasonable and customary rates for the locale of the Work. For owned equipment, subcontractor must prove reasonable rental rate pursuant to actual ownership costs;
   iv. Second tier subcontractor or service vendor costs;
   v. Subcontractor General Conditions percentage of not to exceed ten percent (10%) on the subtotal of items 5.i. through 5.iv. above, unless substantiated differently; the parties agree that this mark-up shall fully cover all Subcontractor general requirements and general conditions.
   vi. Subcontractor Overhead and Profit on the subtotal of items 5.i. through 5.v. above, not to exceed five percent (5%) of the value of such work calculated above. This sum shall exclude the cost attributable to bonds, insurance and taxes, as necessary
   vii. Insurance and bond premiums (if applicable), not to exceed a total of 2%, unless documented and agreed to differently;
7) Contractor’s Overhead and Profit fee factor rate on items 1 through 5 above, at the rate established in the RFP response and this Agreement. This sum shall exclude the cost attributable to bonds, insurance and taxes (in items 8 and 9 below);
8) Insurance and bond premiums, not to exceed a total of 2%, unless documented and agreed to differently;
9) Sales tax if applicable;
   c) By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to facilitate evaluations; provided that such lump sum shall not exceed that amount calculated under (b) above.

The amount Owner pays Contractor for subcontracted work will be the same amount Contractor pays for subcontracted work.

11.4.2 Any dispute regarding the pricing methodology or cost of a change shall not relieve the Contractor of the obligation to proceed with work on the change directed by the Owner. The cost
or credit to the Owner shall be promptly determined by the Owner on the basis of the preceding subsection of these General Conditions and in no event later than ten (10) calendar days after the Work directed has been performed.

11.4.3 An Owner approved written amendment or change order shall be full and final settlement of all entitlement claims for direct, indirect, delay, disruption, inefficiency, productivity and any other consequential costs related to items covered or affected, as well as for related delays. Any such claim not presented by the Contractor for inclusion in the amendment or change order prior to signature is irrevocably waived.

11.4.4 In the event that Owner and the Contractor disagree upon whether Contractor is entitled to be paid for any amendment, change order or change directive services required of Contractor by Owner, or as to amount of compensation in the event of any other disagreements over the Scope of Work or proposed changes to the Work, Owner and Contractor agree to resolve all such disagreements consistent initially with Section 11 of these General Conditions and thereafter if not resolved, in accordance with Section 12. As part of the negotiation process, Contractor shall furnish Owner and Design Professional with a good faith estimate of the costs to perform the disputed services or work in accordance with Owner’s interpretations. If the parties are unable to agree, and Owner expects Contractor to promptly perform the services in accordance with Owner’s or Design Professional’s interpretations of the documents, Contractor shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Contractor directing Contractor to proceed and specifying Owner’s or Design Professional’s interpretation of the services that are to be performed.

11.4.5 The requirements set forth above as to Contractor providing detailed, itemized pricing on Subcontractor change orders is fully applicable to change orders from Contractor to Subcontractor where there are no comparable amendments or change orders between Owner and Contractor.

11.5 Emergencies.

11.5.1 In any emergency affecting the safety of persons or property, Contractor shall promptly act, at its discretion, to prevent threatened damage, injury or loss. Any increase in the Contract Price or Contract Time(s) of performance or both claimed by Contractor on account of emergency work shall be determined as provided in this Section.

SECTION 12 REQUESTS FOR CONTRACTUAL ADJUSTMENTS AND DISPUTE RESOLUTION

12.1 Dispute Avoidance and Resolution.

12.1.1 The parties are fully committed to interacting and working with each other through the course of the Project, and agree to communicate regularly with each other at all times, including attending construction status meetings, so as to avoid, eliminate, or minimize any disputes, disagreements, claims, or controversies relating to the Project, (hereinafter “Disputes”). To the extent Disputes arise during the course of the Project that are not otherwise resolved by applicable portions of this Agreement, both Contractor and Owner agree to timely resolving such Disputes in an amicable, professional, and expeditious manner at the lowest possible level so as to avoid unnecessary costs, delays, and disruptions to the Work. To this end, the Contractor’s Representative shall refer the Dispute to the Owner’s Representative by written notice of same,
not more than seven (7) calendar days from the occurrence of the event which gives rise to the Dispute, or not more than seven (7) calendar days from the date that the Contractor knew or should have known of the matter, provided however, a request for adjustment based on time or delay must proceed under Section 10, and a request for adjustment to Contract Price or Contract Time must proceed under Section 11.

12.1.2 In the event a Dispute cannot be resolved through Contractor’s Representative and Owner’s Representative in accordance with Section 12.1.1, the Contractor’s Senior Representative and Owner’s Senior Representative shall meet within 48 hours of such field level failure to attempt to resolve the Dispute. The parties agree that prior to any meetings between the Senior Representatives, they will timely exchange with each other all relevant documents and information that will assist the Senior Representatives in resolving the Dispute. The Senior Representatives shall have seven (7) calendar days from the time they first met to resolve the Dispute. If the Senior Representatives, after meeting in good faith, determine that the Dispute cannot be resolved by them on terms satisfactory to both parties, the parties agree that the sole remedy for Contractor to pursue the Dispute is to submit the Dispute to Owner in accordance with the applicable provisions of the Arizona Board of Regents’ Policy Section 3-809.

12.1.3 The parties understand and agree that the process set forth in Section 12.1, 12.2, and in ABOR Policy Section 3-809, provide the sole and exclusive remedy to resolve a Dispute. The parties further understand and agree that asserting the Dispute in accordance with Section 12.1.1 and 11.1.2 is integral and essential to the parties’ ability to perform their obligations under this Agreement. Failure to properly utilize the procedures in Section 12.1.1 and 12.1.2 exposes the non-utilizing party to damages which are difficult to accurately quantify and ascertain. The Parties agree that failure to properly utilize the procedures in Section 12.1.1 and 12.1.2 will require the non-utilizing party to pay the other party ten thousand and 00/100 Dollars ($10,000.00) as liquidated damages, and not as a penalty. The damages awarded pursuant to this section shall be in addition to and not in lieu of other damages provided for under this Agreement.

12.2 Administrative Hearing Process.
12.2.1 Contractor and Owner agree that all other parties involved in the Project can be made parties to the administrative process called for by Section 3-809 and to this end, both Contractor and Owner will include appropriate provisions in all contracts they execute with other parties in connection with the Project requiring attendance and participation by those other parties in any such administrative proceeding.

12.2.2 Unless otherwise agreed in writing, the Contractor shall carry on the Work and maintain its progress during the course of any unresolved Dispute, and the Owner shall continue to make payments as they fall due to the Contractor in accordance with the Contract Documents.

12.3 CONSEQUENTIAL DAMAGES.
EXCEPT AS OTHERWISE PROVIDED FOR HEREIN, NEITHER THE OWNER NOR THE CONTRACTOR SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES ARISING OUT OF BREACH OF CONTRACT, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS.

12.4 Decisions of Design Professional or Owner.
Any failure of the Design Professional or Owner to make a decision within the time limits set forth herein shall not be construed as acquiescence in all or in any part of the Contractor’s claim for relief.

SECTION 13 STOP WORK AND TERMINATION

13.1 Owner’s Right To Stop Work Or Terminate For Convenience.

13.1.1 Owner at any time may, without cause and for its convenience, order Contractor in writing to stop or suspend its Work, for a period not to exceed sixty (60) calendar days in that event. Contractor may seek an adjustment of the Contract Price or Time(s) of performance or both under Section 11 of the General Conditions to the extent that its work has been adversely impacted by any such suspension or stoppage of work by Owner, unless actions, omissions or inactions of the Contractor are the cause of the Owner stopping or suspending the Work.

13.1.2 Upon seven (7) calendar days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, elect to terminate the Agreement for convenience of the Owner. In such case Contractor shall be paid (without duplication of any items): a) for completed and accepted Work executed in accordance with Contract Documents prior to the effective date of the termination, including fair and reasonable sums for overhead and profit on such Work; b) for expenses sustained prior to termination in performing services and furnishing labor, materials and equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; c) for all claims, costs, losses and damages incurred in settlement of terminated contracts with such Subcontractors, suppliers and others and d) for reasonable expenses directly attributable to termination.

13.1.3 Upon receiving a Notice of Termination for Convenience, the Contractor shall proceed as follows: a) stop work as specified in the Notice, b) place no further subcontracts on purchase orders, c) terminate all subcontracts to the extent they relate to the Work terminated, d) assign to the Owner all rights of the Contractor under terminated subcontracts, in which case Owner shall have the right to settle or to pay any termination settlement proposal arising out of these terminations, and e) submit complete termination inventory schedules to Owner no later than one hundred twenty (120) calendar days from date of the Notice of Termination.

13.2 Owner’s Right To Perform And Terminate For Cause.

13.2.1 If Contractor persistently fails to (a) provide a sufficient number of skilled workers; or the materials required by the Construction Documents or both; (b) comply with applicable Legal Requirements; (c) pay, without cause, its Subcontractors or suppliers; (d) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s) as may be from time to time adjusted; or (e) otherwise perform the Work and its obligations in compliance with the Contract Documents, Owner shall have the right, in addition to any other rights and remedies provided in the Contract Documents or by law, after seven (7) days written notice of default to Contractor and Contractor’s failure to cure within trial period, to (i) perform and furnish through itself or through others it selects any such labor, materials, or Work, and to deduct the cost thereof from any monies due or to become due to Contractor under the Contract Documents; or (ii) terminate the Agreement with Contractor for all or any portion of the Work, enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment scaffolds, tools, appliances, and other items thereon, all of which Contractor hereby transfers,
assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items; or (iii) both. Upon exercising its right to Terminate for Cause for any reason set forth above, Owner, at its discretion, may also exercise the right to have each or any of Contractor’s Subcontractor and supply agreements assigned by Owner, or Owner’s nominee, provided however, Owner should have no responsibility or liability for acts or omission of Contractor under such Agreements and the sole recourse of Subcontractors on pre-termination events shall be against Contractor.

13.2.2 In the event of such termination for cause, Contractor shall not be entitled to recover any further payment until the Work is completed and shall then only be entitled to be paid for all Work performed prior to its date of default minus costs incurred by Owner to complete the Project exceeding the Contract Price as described below. In the event Owner’s cost and expense of completing Contractor’s Work shall exceed the Contract Price, then Contractor or its surety shall promptly pay the difference to Owner. Such costs and expense shall include, not only the cost of completing the Work to the satisfaction of Owner and of performing and furnishing all labor, services, tools, equipment and other items required in the Contract Documents, but also losses, damages, costs and expense, including consultant and attorney’s fees and expenses incurred in connection with the re-procurement and defending claims, arising from or related to Contractor’s default.

13.2.3 Contractor agrees that in the event that Owner terminates the Agreement for cause and such termination is ultimately determined to be improper or wrongful, the Termination for Cause will be automatically and retroactively converted to a Termination for Convenience and the provisions of Section 13.1 of these General Conditions shall apply.

13.2.4 The parties agree that if Contractor institutes or has instituted against it a proceeding under the United States Bankruptcy Code, such event may impair or frustrate Contractor’s performance of its obligations under the Contract Documents. Accordingly, if such event of default occurs, Owner shall be entitled to request Contractor, its trustee or other successor, to provide adequate assurance of future performance and Contractor agrees such request must be complied with. If Contractor fails to comply with such request within ten (10) days after receiving notice of the request, Owner, in addition to any other rights and remedies provided by the Contract Documents, or by law, shall be entitled to terminate the Agreement. Owner shall thereupon be entitled to perform and furnish through itself or through others any such labor, materials or equipment necessary for the completion of the Work and necessary to maintain the Contract Time(s) of performance, and to deduct the costs from any monies due or to become due Contractor under the Contract Documents pending receipt of adequate assurances of performance and actual performance in accordance herewith. In the event of any such bankruptcy proceedings, the Agreement shall terminate if Contractor rejects the Agreement or if there has been a default under the Contract Documents, and Contractor is unable to give adequate assurances that it will perform as provided in the Contract Documents or otherwise is unable to comply with the requirements for assuming the Agreement under the applicable provisions of the Bankruptcy Code.

13.3 Contractor’s Right To Stop Work And Terminate For Cause.

13.3.1 Contractor may, in addition to any other rights afforded it under the Contract Documents or by applicable law, either stop work or terminate the Agreement for cause upon Owners failure to timely pay an amount in excess of $100,000 dollars properly due to Contractor under any Contractor Application for Payment. In this regard Contractor shall provide Owner with written
notice indicating that such non-payment condition has occurred, and that it is Contractor’s intention to only stop work or terminate the Agreement if the non-payment condition is not cured within seven (7) calendar days from Owner’s receipt of Contractor’s notice. In the event that Contractor elects to only stop work, it may nonetheless later indicate its intention to terminate the Agreement by providing Owner with written notice that Contractor will terminate the Agreement within seven (7) calendar days from receipt of Contractor’s notice; unless the alleged cause of termination is cured in the interim.

13.3.2 In the event Contractor properly and lawfully elects to stop work under Section 13.3.1 for non-payment and then resumes work, Contractor shall be entitled to make a claim for adjustment to the Contract Price and Contract Time(s) of performance to the extent Contractor has been adversely impacted by the stoppage of work. In the event that Contractor elects to terminate the Agreement on the basis permitted under Section 13.3.1, Contractor shall be entitled to recover the same costs it would be permitted to recover had Owner terminated this Agreement for its convenience under Section 13.1 of these General Conditions.

13.4 If the Agreement is terminated for any of the reasons set forth above, Contractor’s agreements with its Subcontractors and suppliers, at Owner’s option and without further action by Contractor, be assigned to Owner; provided however, that Owner shall have no liability for any pre-existing acts or omissions or default by Contractor under such agreements and the sole recourse of such Subcontractors and suppliers for any such events shall be against Contractor.

SECTION 14  MISCELLANEOUS

14.1 Assignment Prohibited. Neither Contractor nor Owner may without the written consent of the other, assign, transfer, or sublet any portion or part of the Work or the obligations required by a party under the Contract Documents.

14.2 Successorship. The provisions of these General Conditions and the other Contract Documents shall be binding upon the parties, their employees, agents, heirs, successors and assigns.

14.3 Governing Law. Interpretation of the Contract Documents and any and all disputes arising under or in connection with the Project, Work and Contract Documents shall be governed by Arizona Law. No suit or action shall be commenced hereunder by any claimant other than in the Arizona Superior Court in the County where Owner and the Project are located, and only after all contractual and Arizona Board of Regents administrative procedures have been exhausted. By submitting a bid, Contractor agrees to be bound by the Arizona Board of Regents’ Procurement Code Dispute Resolution Procedures and by execution of the Agreement waives any objections to those procedures.

14.4 Severability. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to applicable laws by any authority having jurisdiction, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.
14.5 No Waiver. The failure of either Contractor or Owner to insist, in any one or more instances, on the performance or timely performance of any of the obligations required by the Contract Documents, shall not be construed as a waiver or relinquishment of such obligation or right with respect to any other performance or obligation.

14.6 Headings. The headings used in these General Conditions or used in any other Contract Document are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

14.7 Notice. Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (a) if delivered in person to the individual intended to receive such notice; (b) if delivered or sent by registered or certified mail, postage prepaid to the address indicated in the Agreement; (c) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the number of the intended recipient.

14.8 Non-Appropriation; Non-Availability of Funds. If Owner’s performance under this Agreement or funds available for this Project and/or Work are dependent upon (i) the appropriation or allocation of funds by the Arizona Legislature, and if the Legislature fails to appropriate or allot funds necessary for performance of the Project and/or Work, (ii) the sale of bonds or other similar instruments, and if such bonds or other instruments are not sold or proceeds are not available, or (iii) third party gifts, donations or grants, and if such gifts, donations or grants are not received in whole or in part by Owner; then Owner may provide notice of this to the Contractor, and either a) cancel this Agreement without further obligation of Owner except as set forth at the end of this paragraph, or b) delay the Project and/or Work for a period of up to six (6) months (without cost to the Owner), after which date if no such funds are legally available for performance of this Agreement, Owner may cancel this Agreement without further obligation of Owner, except as set forth at the end of this paragraph.

14.9 Conflict Of Interest. This Agreement is subject to the provisions of Arizona Revised Statute §38-511 and the Arizona Board of Regents may, within three years after its execution, cancel this Agreement without penalty or further obligation if any person significantly involved in negotiating, drafting, securing or obtaining this Agreement for or on behalf of the Arizona Board of Regents becomes an employee or agent in any capacity of any other party or a consultant to any other party with reference to the subject matter of this Agreement while the Agreement or any extension hereof is in effect.

14.10 Compliance and Legal Worker Requirements
14.10.1 The parties shall comply with all applicable state and federal statutes and regulations governing equal employment opportunity, non-discrimination, and immigration. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Owner, setting forth the provisions of this nondiscrimination clause and shall insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.
14.10.2 Contractor warrants that it is in compliance with all federal immigration laws and regulations that relate to its employees. Pursuant to Arizona Revised Statutes § 41-4401, the Contractor warrants that it is in compliance with the state law requirement that employers in Arizona verify the employment eligibility of employees, hired after December 31, 2007, through the federal E-verify program or any successor program. Contractor shall be responsible for all costs associated with compliance with such programs. Contractor shall flow-down each of the warranty requirements of this section to all Subcontractors, and the Contractor shall require each Subcontractor to warrant compliance with the provisions of this section. This section is not applicable where the Contractor is a governmental entity nor is the Contractor required to pass this provision through to Subcontractors and sub-subcontractors who are governmental entities.

14.10.3 A breach of any of the warranties required under this section shall be deemed a material breach of this Agreement subject to penalties, including termination for cause.

14.10.4 In addition to other audit provision contained in this Agreement, the Owner retains the right to audit and inspect the papers of any Contractor or Subcontractor’s employees who perform Work to ensure that the Contractor or Subcontractor is complying with the warranty requirements of this Section.

14.10.5 Contractor shall make a good faith effort to ensure that not less than 15% of the Work performed under this Agreement is performed by a small business as defined in A.R.S. § 41-1001. The Contractor shall report to the Owner the dollar value of the Work performed under this provision. Upon Owner’s request, documentation evidencing Contractor’s compliance with this provision shall be furnished in a form acceptable to Owner as a condition precedent to Final Payment.

14.11 Assignment Of Overcharge Claims. The Owner and Contractor recognize that in actual economic practice overcharges resulting from antitrust violations are in fact borne by Owner. Therefore, the Contractor hereby assigns to Owner any and all claims for such overcharges that may vest in Contractor during performance of the Project and for three (3) years after final acceptance. The Contractor in all subcontracts shall require all Subcontractors to likewise assign all claims for overcharges to the Owner.

14.12 Sexual Harassment. The Contractor shall comply with the Owner’s current policy regarding sexual harassment. The Owner prohibits sexual harassment by any person on Owner’s premises or at any Owner-affiliated functions or facilities.

14.13 Modification Of Agreement. The Contract Documents may not be changed, altered, or modified in any way except in writing (by amendment or change order) and signed by a duly authorized representative of both parties.

14.14 No Boycott of Israel. As required by §§ ARS 35-393 to 35-393.01, Entity certifies it is not currently engaged in a boycott of Israel and will not engage in a boycott of Israel during the term of this Contract.

14.15 Veteran's Preference. Contractor agrees to provide preference in initial employment for U.S. veterans by:

- Adding points to the raw score of a numerically scored screening instrument, or
• Hiring a veteran if, at the conclusion of the search process, a veteran is one of a number of comparably qualified candidates.

For purposes of this certification, “veteran” means: an honorably separated person (honorable or general discharge) who served on active duty (not active duty for training) in the Armed Forces:
• During any war declared by Congress;
• During the period April 28, 1952 through July 1, 1955;
• For more than one hundred eighty (180) consecutive calendar days, any part of which occurred after January 31, 1955, and before October 15, 1976;
• During the Gulf War period beginning August 2, 1990, and ending January 2, 1992; or
• For more than one hundred eighty (180) consecutive calendar days, any part of which occurred during the period beginning September 11, 2001, and ending on the date prescribed by Presidential proclamation or by law as the last day of Operation Iraqi Freedom; or
• In a campaign or expedition for which a campaign medal has been authorized, such as El Salvador, Lebanon, Granada, Panama, Southwest Asia, Somalia, and Haiti.

Medal holders and Gulf War veterans who originally enlisted after September 7, 1980, or entered on active duty on or after October 14, 1982, without having previously completed 24 months of continuous active duty, must have served continuously for 24 months or the full period called or ordered to active duty. Effective on October 1, 1980, military retirees at or above the rank of major or equivalent, are not entitled to preference unless they qualify as disabled veterans.

14.16 Small and Disadvantaged Businesses.
14.16.1 The Contractor's Small Business (SB), Disadvantaged Business (DB), and Small Disadvantaged Business (SDB), proposal stating the percentage of all Job Order Work the contractor commits it will place annually with these businesses.

14.16.2 A Small Business means a business that is independently owned and operated and that either (1) has 100 or fewer full time employees, or (2) had gross annual receipts of Four Million Dollars or less in its last fiscal year. A Disadvantaged Business is a business that is Fifty-one percent (51%) DBE Owned, Woman Owned Business [WBE], Minority Owned Business [MBE], Disadvantaged/Disabled owned Business [DBE]. A Small Disadvantage Business meets both of the requirements above.

14.16.3 Each Contractor will report semi-yearly on the actual percentage of Job Order Work it places with SB, DB, and SDB. In addition, the percentage achieved each year may be monitored against the percentage the Contractor committed to in their Proposal as factor in owner's determination at the end of each year as to whether to award additional Work Orders to that Contractor.

14.17 Complete Agreement. This Agreement constitutes the complete and integrated agreement between the Owner and the Contractor, and it supersedes all prior negotiations, representations or agreements, either written or oral.
ARIZONA BOARD OF REGENTS
PERFORMANCE BOND (Job Order Contract)

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

KNOW ALL MEN BY THESE PRESENTS:

THAT, _______________________________________________________, (hereinafter called Principal), as Principal, and ____________________________________________________________, a corporation organized and existing under the laws of the State of __________________________, with its principal office in the City of ____________________________________________________________, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Arizona Board of Regents, (hereinafter called the Obligee) in the amount of ____________________________________________________________ ($ __________________________) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of __________________, 2_____, to furnish certain construction services and has, by a work order dated the ____ day of ________________, 2______, agreed to complete a certain work described as ____________________________________________________________, which contract and work order are hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract and work order during the original term of said work order and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract or work order, or both, that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Arizona Board of Regents Policy 3-804E, and all liabilities on this bond shall be determined in accordance with provisions of this section, to the extent as if copied at length herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this _____ day of __________, 2_____.

Principal
By _________________________________________________
Print Name

Surety
By _________________________________________________
Print Name

Address

Telephone # _________________________________________
KNOW ALL MEN BY THESE PRESENTS:

THAT,  

(hereinafter called Principal), as Principal, and  

(a corporation organized and existing under the laws of the State of  

, with its principal office in the City of  

, (hereinafter called the Surety), as Surety, are held and firmly bound unto the Arizona Board of Regents, (hereinafter called the Obligee) in the amount of  

(Dollars) ($  

) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the  

 day of  

,  

, to furnish certain construction services and has, by a work order dated the  

 day of  

,  

, agreed to complete a certain work described as  

which contract and work order are hereby referred to and made part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall promptly pay all monies due to all persons supplying labor or materials to him or his subcontractors in the prosecution of the work provided for in said contract and work order, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Arizona Board of Regents Policy 3-804E, and all liabilities on this bond shall be determined in accordance with provisions of this section, to the extent as if copied at length herein.

The prevailing party in a suit on this bond, including any appeal thereof, shall recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the Court.

Witness our hands this  

 day of  

,  

.
**Attachment 2**

**JOCE CHANGE ORDER PRICING FORMAT – SAMPLE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Work by Subcontractor</th>
<th>Work by JOC Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. Cost of Materials</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>b. Cost of Labor</td>
<td>$1,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>c. Rental Value of Equipment</td>
<td>$250.00</td>
<td>$500.00</td>
</tr>
<tr>
<td>d. Subcontracted Work (from line k)</td>
<td>$1,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>e. Subtotal</td>
<td>$3,250.00</td>
<td>$10,328.83</td>
</tr>
<tr>
<td>f. Construction General Conditions</td>
<td>$325.00</td>
<td>$516.14</td>
</tr>
<tr>
<td>(Subcontractor – assumes 10% of line e &amp; JOC Contractor assumes 5% of line e)*</td>
<td></td>
<td></td>
</tr>
<tr>
<td>g. Subtotal</td>
<td>$3,575.00</td>
<td></td>
</tr>
<tr>
<td>h. Subcontractor Fee (assumes 5% of line g)</td>
<td>$178.75</td>
<td></td>
</tr>
<tr>
<td>i. Subtotal</td>
<td>$3,753.75</td>
<td></td>
</tr>
<tr>
<td>j. Subcontractor Insurance (and bond, if applicable, assumes 2% of line i)**</td>
<td>$75.08</td>
<td></td>
</tr>
<tr>
<td>k. Subtotal - Subcontracted Work</td>
<td>$3,828.83</td>
<td></td>
</tr>
<tr>
<td>l. Direct Construction Cost</td>
<td></td>
<td>$10,845.27</td>
</tr>
<tr>
<td>m. JOC Contractor’s overhead and profit fee factor (assumes 5% of Direct Construction Cost)</td>
<td></td>
<td>$542.26</td>
</tr>
<tr>
<td>n. Contractor Bonds and Insurance (assumes 2% of Direct Construction Cost)**</td>
<td></td>
<td>$216.19</td>
</tr>
<tr>
<td>o. Subtotal</td>
<td></td>
<td>$11,604.44</td>
</tr>
<tr>
<td>p. Tax (assumes 6% of line o)</td>
<td></td>
<td>$696.27</td>
</tr>
<tr>
<td>q. Total Cost of Change Order Work</td>
<td></td>
<td>$12,300.70</td>
</tr>
</tbody>
</table>

* Construction General Conditions cannot exceed 10% of the total of material, labor, equipment and 2nd tier subcontractors or vendors for Subcontractor work, and cannot exceed 5% to JOC Contractor for the total of self-performed and Subcontractor work unless substantiated differently.

** Not to exceed 2%, unless documented and agreed to differently.

*** JOC Contractor’s self-performed work, if applicable.

**Required Assumptions:**

1. Not all Change Orders will have work involving both Subcontractors and the JOC Contractor. In each case, only the appropriate categories of costs and percentages will be utilized.
2. Deductive Change Orders utilize the same format and method of cost/credit determination including application of all deductive fees and markups. Where a change involves both, added costs and credits, the net addition or credit amount shall be determined independently for each Subcontractor and the JOC Contractor prior to the application of Fee, Bond and Insurance costs, and Tax.
(3) Payment for Bonds will be for the JOC Contractor only, as required by the Contract Documents, unless the Owner has required or agreed to bonding of Subcontractor(s) in accordance with the General Conditions. Unless otherwise indicated in the Contract Documents, Subcontractor liability insurance is required and such costs are allowable.

(4) The final Change Order amounts shall be fixed dollar amounts (not percentages) and shall be rounded to the nearest whole dollar.

(5) Entries for lines a., b., c., and d. shall be supported by and developed from documentation provided with the Change Order cost proposal.

(6) Entries for lines j., m., n., and p. shall be actual percentages based on and supported by records of the applicable Subcontractor and/or JOC Contractor. The percentages shown above for these lines are assumed values for purposes of illustration only.

(7) Note that all percentages used in the sample calculation above are for illustration purposes only. Actual percentages may vary per contract requirements.
1. **DESCRIPTION OF WORK:**

Provide all plant, labor, tools, equipment, and materials (except as indicated otherwise in the Work Order) and perform all work in strict accordance with the specifications and plans required for the Job Order Contract (JOC). The JOC program is for a broad range of renovation, remodel, and minor new construction work on real property at any of the University of Arizona facilities within the State of Arizona. The contract will be an indefinite quantity type contract and will list a wide variety of individual construction tasks. During the contract period, the Owner will identify construction tasks required to complete each specific project and will issue individual Work Orders to the Contractor to complete those projects. The Contractor will be required to furnish all materials, equipment and personnel necessary to manage and accomplish the Work Order. The awarded Contractor will be required to have a permanently manned office within the Tucson area that is authorized to receive, negotiate, and sign Work Orders, and receive and initiate contract correspondence and provide other construction management services related to individual Work Orders. Work Orders will vary in size, with the majority expected to be of medium size. The Work Orders will include tasks in a variety of trades, such as carpentry, dry wall, roofing, excavation, interior/exterior electrical, HVAC, plumbing, sheet metal, painting, flooring, demolition, concrete, masonry, and acoustical ceilings.

1.01 **Area Description:**

The work will be performed at any of the University of Arizona facilities within the State of Arizona.

1.02 **The Principal items to be accomplished are:**

1.02.1 Provide, remove and dispose of, replace, repair or modify architectural, structural, civil, mechanical, electrical, or fire protection features or systems of a facility.

1.02.2 Provide exterior services for civil, mechanical, electrical, fire protection and security systems of a building.

1.02.3 Other necessary work as described in the Work Order.

1.03 **Period of performance and Rate of Work.**

1.03.1 Period of Performance: Period of Performance will be stated in each Notice to Proceed.

1.03.2 Rate of Work: The Contractor shall complete each Work Order within the stated completion time. Completion time shall run concurrently with other work orders.
1.04 Work not to be included.

1.04.1 Similar work items accomplished as part of fixed-price construction, maintenance, or repair contracts for work on a facility or group of facilities.

1.04.2 Work performed by Owner personnel.

2. DRAWINGS:

Drawings applicable to the work to be performed under this contract will be furnished with each request for a work order proposal.

3. CONSTRUCTION PHASING:

The following construction phasing related issues shall affect the Work.

3.01 Interface with Others: Owner use of facilities may be anticipated, if appropriate, while the Work required by this contract is being performed. The Work shall be planned and accomplished so that there will be a minimum of interference and inconvenience to occupants in the building and facilities in the vicinity and to other craftsmen who may have to do work in the affected facilities. Any blockage of building exits or driveways must be approved by the Owner in advance.

4. SPECIAL PROVISIONS:

4.01 The Work shall, so far as practicable, be done in the most logical, expeditious sequence to achieve completion within the required time frame.

4.02 Contract Period: The Contract period for the award shall be five (5) years.

4.03 Subcontractor Pre-Qualification Plan

The Subcontractor Pre-Qualification Plan applies only to Prime General Construction. It will apply on prime Mechanical, Electrical, Civil/Utility and Building Automation construction only in special cases determined by the Owner.

During contract negotiation, the Contractor will conduct a subcontractor Pre-Qualification process to develop a list of pre-qualified subcontractors that will be used to perform work on JOC projects. The Contractor will use the following process to select its site work, demolition, roofing, mechanical, electrical, plumbing, steel, concrete, carpentry and fire protection subcontractors:

- Contractor shall review known qualifications of subcontractors for each required trade
DIVISION 1 GENERAL REQUIREMENTS

Section 01010 Summary of the Work (JOB ORDER CONTRACT)

• Contractor will initiate their pre-qualification process stated in the RFQ response
• Contractor will review the qualifications submissions and select the three (3) subcontractors that it considers most qualified in each trade. Contractor must provide evidence of a good faith effort if at least three (3) subcontractors cannot be identified.
• Contractor will submit its proposed list of subcontractors and their qualifications to Owner. If Owner objects to any proposed subcontractor, Owner and Contractor will discuss the matter and work in good faith to reach a consensus.
• If they do not reach a consensus and if Owner continues to object to the Subcontractor, the Subcontractor will be removed from Contractor’s proposed list and Contractor will propose an alternative Subcontractor from the group that Contractor originally invited to submit qualifications. The proposed alternative Subcontractor will be subject to the same review by Owner process.
• Contractor may propose to replace a subcontractor on the final list or to replace a subcontractor that has withdrawn from the JOC program. This will follow the above proposal and review process.
• Subcontractors in other trades may be selected by Contractor in whatever manner Contractor elects, provided that they must be selected on a qualifications only basis or a qualifications and price basis and may not be selected on a price only basis. Each such subcontractor will be subject to the same review and objection by Owner and replacement process described above.

4.04 Contract Amount.

4.04.1 The individual Work Orders issued under this Contract will not exceed $1,999,999.00 each.

5. PRICING OF WORK ORDERS (METHODS):

5.01 Unit Price Book (UPB) with a Coefficient Method

This method utilizes the R.S. Means Cost Data Book along with a coefficient to be applied to the unit prices.

The 2022 edition of the R.S. Means Facilities Construction Cost Data book shall serve as the initial basis for establishing the value of the work to be performed on a unit price basis. The UPB will be updated to the latest version at the first of each succeeding year. The prices listed in the “Total incl. OH&P” column, inclusive of overhead and profit, shall form the unit prices for this contract. Means "Total Cost" Data does not include costs for bond premiums, insurance, taxes, location of project, size of project, or other costs to accomplish work. The
5.01.1 Applicable R.S. MEANS “Construction Specifications Institute” (CSI) Division Costs.

5.01.1.1 The Facilities unit price book consists of CSI Divisions 020 through 168. The Assemblies Section shall be used when feasible. (See 5.01.2.)

5.01.1.2 CSI divisions 010 through subdivision 01580 and 017 are considered overhead and/or general costs of doing business and are not included in the Facilities unit price book. These costs shall be included in the Contractor’s coefficient.

5.01.1.3 CSI subdivision 01590 is included in the Facilities unit price book. However, the equipment rental costs identified in this subdivision are already included in many of the total cost columns in applicable divisions. The Owner will not double pay equipment costs, and subdivision 01590 shall be utilized only when applicable equipment costs are not included in the total cost columns.

5.01.1.4 CSI division 018 is not included in the Facilities unit price book. Routine operation and maintenance of facilities is not within the scope of work to be performed under a Job Order Contract.

5.01.1.5 Division 171 and costs identified in the Reference Section of R.S. MEANS (excluding the Crew Listing portion) are not included in the Facilities unit price book (UPB). The Crew Listing portion of the Reference Section is included in the UPB.

5.01.1.6 City cost indexes shall not be utilized in estimates and are to be included in coefficients.

5.01.2 Prices associated with assemblies (where assembly costs are provided within divisions 020 through 168 of the Facilities book) shall take precedence over prices for individual items.

5.01.3 Where different prices are listed as minimum, average and maximum for the same work, the average price shall be used. When different prices are listed for minimum and maximum for the same work, the two shall be arithmetically averaged and the calculated average used for pricing the work.
5.01.4 All prices in the Unit Price Book (R.S. MEANS) are for completed-in-place construction less the Prime Contractor’s indirect costs unless explicitly stated otherwise in these specifications.

5.01.4.1 Waste of excess material quantities are incidental costs which are included within the contract coefficient. Quantities used on individual Work Order proposals shall be taken from field measurements or design plans, as appropriate, without allowance for waste.

5.01.4.2 Costs for temporary construction controls such as signage, fencing, traffic control, etc. are incidental costs which are to be included in the coefficients and will not be paid separately.

5.01.4.3 Costs for expendable supplies, lubricants, wear and tear on tools are incidental to the installation/construction costs and are included in the Unit Price Book cost of construction and will not be paid separately.

5.01.4.4 Costs for surveying, other than determining legal property boundaries, are included in the Unit Price Book cost of construction and will not be paid separately.

5.01.5 Treatment of any architectural or engineering design costs shall be as follows:

A. All costs for normal submittal information (shop drawings, cut sheets, performance information, installation or erection drawings, etc.) are considered to be included in the Means line item. Any adjustment desired is to be incorporated into the Contractor's coefficient, and will not be paid separately.

B. All architectural or engineering design services beyond those required for submittals per item "A" above will be provided by the Owner.

5.01.6 Contractor’s Coefficient

The coefficient is a numerical factor that represents Contractor costs (indirect and direct costs, sales tax, etc.) and profit not considered to be included in Means “Total Cost” Data. The Contractor’s coefficient must contain all Contractor’s costs inclusive of profit, all overhead (to include home office and field overhead), bond premiums, insurance, adjustments to listed prices, general and administrative expenses, subcontractor mark-up, contingencies (such as geographical location of work), all travel costs and parking costs associated with obtaining and/or accomplishing the
work, all company and/or work oriented supervision costs, all company and/or work oriented equipment purchases, mobilization and demobilization and all other costs including, but not limited to, compliance with environmental laws, permits, demolition and disposal, preparation of reports, correspondence and documentation required by law and these specifications, tax laws, and protection or moving of Owner's property. The coefficient shall also include costs described as “not included in the unit price book” in the Unit Price Book paragraph (5.01) of this section, costs to provide submittals, interface with Owner representatives, coordination with occupants, and other costs as described elsewhere in these specifications.

Coefficients are proposed by bidders as a percentage increase (e.g., 1.10) or decrease (e.g., 0.95) to the Means “Total Cost” Data, in association with performance of a Work Order. The coefficient(s) proposed and accepted are incorporated in the contract and are used in establishing the price for individual Work Orders.

EXAMPLE: The sample project scope and sample Unit Price (UPB) Estimate calculations following this section illustrate the use of the UPB, 2001 Edition.

5.02 Non Pre-Priced work with an Overhead and Profit Fee Factor Method

Non pre-priced work is work not priced by the UPB. The work is bid from pre-approved list of sub-contractors and then an overhead and profit factor is applied.

5.02.1 The Contractor will provide pricing by obtaining at least three (3) bids from a list of pre-qualified subcontractors for each trade. The lowest bid for each trade will be determined, added together with other direct construction costs (DCC) and then the overhead and profit fee factor applied as a percentage of increased cost. The costs for insurance, bonds and taxes will then also be added to determine the total fixed Contract Price for the work. A detailed cost breakdown for each of the lowest quotes shall be attached to the cost proposal. The detailed cost breakdown will be used to confirm that the agreed upon scope is included. The detailed cost breakdown will show material quantities, labor hours, labor rates, special equipment and general conditions. If three (3) bids cannot be obtained, Contractor must provide evidence of a good faith effort to do so.

5.02.2 An example of this non pre-priced estimate pricing methodology and how it is to be developed and presented is included following this section.

5.02.3 The overhead and profit fee factor shall include Main Office overhead and profit. The overhead and profit fee factor shall be provided on
DIVISION 1 GENERAL REQUIREMENTS

Section 01010 Summary of the Work
(JOB ORDER CONTRACT)

Proposal Form Part I.

5.02.4 The overhead and profit fee factor shall be applied as a percentage increase to the subtotal of all direct construction costs (DCC). Any project specific General Requirements or General Conditions costs are to be included as direct construction costs (DCC) and supported with detailed development and breakdown of all costs. No other additional incidental costs are allowed to be itemized under direct construction costs, i.e., safety programs, substance testing, small tools, general expenses, warranty, etc. Any apportioned costs for these items shall be included in either the Contractor's hourly rates or their overhead and profit fee factor.

5.02.5 Any required allowances or contingencies shall be included as direct construction costs (DCC) and separately identified and tracked.

5.02.6 The cost for bonds and insurance shall be presented as a percentage of direct construction cost (DCC). Once established in the Contract Price these same percentages will be used for any subsequent adjustments by change order.

5.02.7 Tax is to then be added to the subtotal of direct construction costs plus fee plus bonds plus insurance as shown in the example.

5.02.8 The final fixed Contract Price for the project specific Work Order is the total of all items discussed above.

5.03 Combination of the Two Methods

Pricing which consists of a method which is a combination of the two methods noted above or any other method that may be required due to special circumstances.

5.03.1 A project may consist of the scope which can be priced using UPB and some non pre-priced items. If this occurs, the unit price work will be priced using UPB with coefficient. The non pre-priced work will be determined using method described above. The two will be added together to determine the total fixed price for the work.

5.04 Plans and Specifications: The Contractor shall be provided with an electronic copy of the construction drawings and specifications. All further reproduction shall be at the Contractor's expense.

6. ORDERING PROCEDURES

6.01 Notification
DIVISION 1
GENERAL REQUIREMENTS

Section 01010
Summary of the Work
(JOB ORDER CONTRACT)

6.01.1 As needs arise for performance of work under the terms of this contract, the Owner will notify the Contractor of an existing requirement.

6.01.2 Upon the receipt of this notification, the Contractor shall respond to the needs of the Owner within two (2) working days by:
   a. Visiting the proposed site in the company of the Owner’s Representative.
   b. Establishing contact with the Owner’s Representative to further define the scope of the requirement.

6.02 Development of Scope

6.02.1 Upon establishment of the scope of the individual project, the Contractor shall then prepare his proposal for accomplishment of the work.

6.02.2 The Unit Price Book (UPB) shall serve as the basis for establishing the value of the work to be performed on a unit price basis.

6.02.3 Non pre-priced work will be identified by Owner.

6.03 Work Order Proposal Submittal

6.03.1 The time for submittal of the Contractor’s work order proposal for individual projects shall not exceed 10 days unless approved by the Owner.

6.03.2 Upon receipt of the Contractor’s work order proposal, the Owner’s Representative will review the proposal for completeness. The Owner’s Representative will negotiate with the Contractor all non-prepriced items, quantities for pre-priced items, and performance times. The Owner reserves the right to negotiate with the next highest ranked contractor if in the Owner’s opinion the cost is too high.

6.04 Work Orders: Work Orders will then be issued by the Owner using a Work Order document. Each Work Order will include, as a minimum, the following information:

1. Date of Work Order and Work Order Number
2. Project Number
3. Project Name and Address
4. Contractor Name
5. Architect or Design Professional Name
7. Applicable documents.
7. NON-EXECUTION

If the Contractor refuses for any reason to execute a work order which is in compliance with the scope and intent of this contract, for any reason, the Contractor may not be considered for any other work under this Contract. If the Contractor wishes to decline execution of a work order for any reason, Contractor must submit a written request to the Owner.

8. COMMENCEMENT AND SEQUENCING OF WORK

8.01 The Contractor shall be required to commence work required by a work order at the time specified in the Notice to Proceed, prosecute the work, and complete the entire work not later than the completion date specified in the Notice to Proceed. The time stated for completion shall include final cleanup of the premises.

8.02 Before any of the work is initiated under an individual work order, the Contractor shall confer with the Owner, or his designated representative and agree on a sequence of procedure; means of access to premises and buildings; approaches; the location of eating spaces and restrooms for Contractor’s employees and the like.

9. CONTRACT MODIFICATIONS

The Contract will incorporate the current edition of the Means Facilities Construction Cost Data book as the Unit Price Book. The coefficients will not be adjusted each year, and no change of the Unit Price Book will be made on any project for which a Work Order has been issued.

10. INTERRUPTION OF EXISTING FACILITIES:

The Contractor shall perform the work under this Contract with a minimum of outage time for all utilities. Verify all interruptions with the Owner. Interruption shall be by approved section of the utility. In some cases, the Contractor may be required to perform the work while the existing utility is in service. When it is necessary to interrupt the existing utilities, the Contractor shall notify the Owner in writing at least two weeks in advance of the time he desires the existing service to be interrupted. Depending upon the activities at the facility which require continuous service from the existing utility, an interruption may not be subject to schedule at the time desired by the Contractor. In such cases the interruption may have to be scheduled at a time of minimum requirement of demand from the utility. The amount of time requested by the Contractor for
interruption of existing utility services shall be as approved by the Owner.

11. **HOT WORK PERMIT:**

Standards for Welding, Electric Arc Work and Brazing:

(1) The Contractor shall secure a permit from the U of A Risk Management for all "hot work" as part of the construction process on job site. Hot Work Permit must be renewed weekly.

(2) The Contractor may contact the U of A Risk Management at 220 West Sixth Street, 621-1790.

12. **ISSUANCE OF BUILDING KEYS:**

12.01 If in order to execute the work it becomes necessary to issue building keys to the Contractor, a deposit will be required for each key so issued. Deposits will be returned to the Contractor upon the return of the keys to the University.

12.02 Keys will be issued only to the Prime Contractor who shall be solely responsible for their use, safekeeping, and return.

12.03 In the event that a key is lost and is not returned to the University, thereby breaching the security of the building(s), the deposit shall be forfeited, and in addition, the Contractor shall be held liable for the cost of re-keying of the building(s) by the Owner.

13. **WORK HOURS/SCHEDULE:**

13.01 No work shall be performed before 7:00 a.m. and after 5:00 p.m., Monday through Friday, except with approval of the Owner. In addition, work hours during academic final period shall be limited to between 8:00 a.m. and 5:00 p.m., Monday through Friday, except with approval of the Owner. Hot weather concrete work and other critical work may require work between 5:00 p.m. and 7:00 a.m. in which event Contractor shall, in advance, coordinate time and obtain the prior written approval of Owner for such work.

13.02 On any project located adjacent to (within 150 feet) non-University residential areas, all applicable City of Tucson ordinances concerning nuisance abatement shall be observed by the Contractor. These ordinances shall apply to all work under this Contract whether or not they are applicable to said work as enacted. Where there are variations between the Owner's regulations and applicable City ordinances, the more restrictive shall be observed.

13.03 In addition to the above provisions, Owner reserves the right to restrict Contractor's work activities as may be necessary for proper and uninterrupted
operation of Owner's facilities. Owner will attempt to coordinate Contractor's schedule with Owner's schedule of activities so as to minimize any unscheduled restrictions of Contractor's work.

-- END OF SECTION 01010 --
This project consists of the construction of two new 10' x 10' offices in one end of an existing 20' x 40' first floor classroom. New partitions are to be 5/8" DW on 20 ga. 3 1/2" metal studs. Doors to be 3-0 x 7-0 solid core wood in 14 ga. HM frames. Office floors shall have carpet over existing VCT with new rubber base. Ceilings in offices shall be suspended 2' x 4' acoustic panels at 8' AFF. All walls and damaged surfaces to receive prime + 2 finish coats of flat paint. Doors shall be natural finish and frames shall be painted with semi-gloss paint.

Each office shall have two 2x4 lay-in light fixtures, and one electrical receptacle in each new wall. Lights in each office to be independently switched. Classroom side of new partitions to have 3 receptacles equally spaced. Both lighting and power circuits shall be connected to spare breakers in the existing panels located in the corridors at the opposite end of the classroom.

Remove existing supply diffuser in new office area and cap duct opening. Install new 8" dia. Flex duct connections to new supply diffusers. Doors between offices and classroom to each have a 12x18 RA louver.

All demolition work to be done when building is not occupied.
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<thead>
<tr>
<th>Description</th>
<th>Cost Source Code</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Cost</th>
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TOTAL: 15,041

**Assumed Coefficient**

**NOTE: This sample was developed using the R.S. Means 2001 Unit Price Book**
## CONTRACT PRICE COST ESTIMATE DEVELOPMENT - SCHEDULE OF VALUES

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<th>SECTION No.</th>
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<th>BUY-OUT VALUE</th>
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<td><strong>SUBTOTAL DIRECT CONSTRUCTION COST (DCC)</strong></td>
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</tbody>
</table>

### FEES

**JOC OVERHEAD AND PROFIT FEE FACTOR**

(\text{FEE}) \% of DCC $ - $ - $ -

**SUBTOTAL FEES** $ - $ - $ -

### INDIRECT CONSTRUCTION COST

**BONDS** Actual Cost Maximum, Not-To-Exceed \% of DCC $ - $ - $ -

**BUILDER'S RISK** Actual Cost Maximum, Not-To-Exceed \% of DCC $ - $ - $ -

**G.L. INSURANCE** Actual Cost Maximum, Not-To-Exceed \% of DCC $ - $ - $ -

**SUBTOTAL (DCC + Fees + Bonds + Insurance)** $ - $ - $ -

**TAXES** \% of (DCC + Fees + Bonds + Insurance) or \% of (Material Cost for MRRA project) or Included Above $ - $ - $ -

**SUBTOTAL INDIRECT CONSTRUCTION COST (ICC) = Bonds+BR+GL+Taxes** $ - $ - $ -

**TOTAL JOC ESTIMATED or QUOTED CONTRACT PRICE = DCC+FEES+ICC** $ - $ - $ -
1. GENERAL:

1.01 Throughout the Contract Documents, reference is made to Codes and Standards which establish qualities and types of workmanship and materials and which establish methods for testing and reporting on the pertinent characteristics.

1.02 Work Included: Where materials or workmanship are required by these Contract Documents to meet or exceed the specifically named Code or Standard, it is the Contractor's responsibility to provide materials and workmanship which meet or exceed the specifically named Code or Standard.

1.03 Related Work: Specific naming of the Codes or Standards occurs on the Drawings or in the Work Order, or both.

1.04 Quality Control: It is the Contractor's responsibility to verify the requirements of the specifically named Codes and Standards to verify that the items produced for this work meet or exceed the specified requirements.

1.05 The Owner reserves the right to reject items incorporated in the work which fail to meet the specified minimum requirements or accept non-complying items subject to an adjustment in the Contract amount approved by the Owner.

2. APPLICABLE STANDARDS:

2.01 Applicable standards listed in these Specifications may include, but are not necessarily limited to:

- **ACI**
  American Concrete Institute  
  Box 10150, Redford Station  
  Detroit, MI 48219

- **ADA**
  Americans with Disabilities Act, Public Law 101-336  
  Office of the Americans with Disabilities Act  
  Civil Rights Division  
  U.S. Department of Justice  
  Washington, D.C. 20530

- **AISC**
  American Institute of Steel Construction Inc.  
  122 Avenue of the Americas  
  New York, NY 10020

- **ANSI**
  American National Standards Institute  
  (successor to USASI & ASA)  
  1430 Broadway  
  New York, NY 10018
A.P.A. American Plywood Association
P.O. Box 11700
Tacoma, WA  98411

ASTM American Society for Testing and Materials
1916 Race Street
Philadelphia, PA  19103

AWS American Welding Society, Inc.
2501 N.W. 7th Street
Miami, FL  33125

AWWA American Water Works Association, Inc.
6666 West Quincy Avenue
Denver, CO  80235

CRSI Concrete Reinforcing Steel Institute
228 North LaSalle Street
Chicago, IL  60610

CS Commercial Standard of NBS
U.S. Department of Commerce
Government Printing Office
Washington, D.C.  20402

OSHA Occupational Safety Health Administration
Government Printing Office
Washington, D.C.  20402

NAAMM The National Association of Architectural Metal Manufacturers
1033 South Boulevard
Oak Park, IL  60302

NEC National Electrical Code (See NFPA)

NEMA National Electrical Manufacturer's Association
155 East 44 Street
New York, NY  10017

NFPA National Fire Protection Association
470 Atlantic Avenue
Boston, MA  02210

SDI Steel Deck Institute
135 Addison Avenue
2.02 It is the Intention of the Contract Documents that all work comply with all applicable laws, statutes, building codes, and regulations.

2.03 Refer to the DSS and PDC website (http://www.pdc.arizona.edu/dss) for a listing of current applicable codes and adopted amendments in which work under this contract is to be performed.

2.04 **Code Review Drawings:** The Contractor is required to furnish drawings for each work order with sufficient detail to indicate compliance with applicable building codes. In addition, the Contractor is responsible to insure that the contents of the drawings are in compliance with the applicable building codes. In those cases where the seal of a registered architect or engineer is required on drawings, the drawings will be furnished by the Owner.
1. **GENERAL:**

Construction administration procedures and observation of performance and quality by Owner includes but is not limited to:

1. Coordination/meetings.
2. Administrative/ supervisory personnel.
3. Survey, records or reports.
4. Limitations for use of site.
5. Special reports.
6. Tradespeople and workmanship standards.
7. Inspections, tests and reports of same.
8. General and specified compliance with installation provisions/procedures.
10. General Contractor performance and documents.

2. **PERSONNEL INFORMATION REQUIRED FROM CONTRACTOR:**

For Project Manager, General Superintendent, and other necessary coordination, administrative and supervisory personnel required to carry out the work, Contractor shall provide work experience data to Owner for review and approval within 3 days of Work Order date, including authority, assignment, addresses and phone numbers.

3. **SURVEYS, BENCH MARKS, LINES AND LEVELS:**

3.01 Working from data established by property survey, Contractor shall establish and maintain bench marks and other dependable markers and set lines and levels for the work at each story of construction and elsewhere on site as needed to properly locate each element of entire project. Contractor shall calculate and measure required dimensions as shown (within recognized tolerances), and not scale drawings to determine dimensions. Contractor shall advise tradesmen performing the work of marked lines and levels provided for their use in layout of work.
3.02 Refer also to Section 01010.

4. **LIMITATIONS ON USE OF SITE:**

In addition to site utilization limitations and requirements shown on drawings, and other contract documents, Contractor shall administer allocation of available space equitably among entities needing access and space, so as to produce best overall efficiency in performance of total work of project. Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site. Use of the site, other than as specified in the Contract Documents, shall be requested in writing for the Owner's review and approval.

5. **TRADESPERSONS AND WORKMANSHIP STANDARDS:**

Owner's Construction Project Manager will observe Contractor's performance relating to workmanship and shall have authority to request Contractor to instigate and maintain procedures to ensure that persons performing work at site are skilled and knowledgeable in methods and craftsmanship needed to produce required quality-levels in completed work. Contractor shall remove and replace persons and work which does not comply with workmanship standards specified and as recognized in the construction industry for applications indicated and shall remove and replace other work damaged or deteriorated by faulty workmanship or its replacement.

6. **INSPECTION, TESTS AND REPORTS:**

6.01 Architect will observe Contractor's performance and compliance with project requirements for quality control, for the protection of the Owner's interests only. Contractor shall be responsible for such tests, inspections and reports as he shall deem necessary to achieve compliance with contract documents.

6.02 Owner's Tests: Where tests or inspections are indicated by Owner, Owner will engage an independent testing agency to perform services for quality assurance to determine Contractor's compliance with standards set forth in the Contract Documents. Such tests or inspections shall not serve to relieve Contractor from responsibility for quality control and results of his operation/work.

6.03 Qualification of Testing Agencies: Except where manufacturer's testing facilities are indicated as acceptable, Owner will engage independent testing laboratories specializing in required services and complying with "Recommended Requirements for Independent Laboratory Qualifications" by ACIL.

6.04 Reports: Owner's Testing Agency will submit test/inspection reports, including agency's analysis of results and recommendations where applicable, in duplicate...
to Architect and Owner, and submit copies directly to governing authorities where required or requested. Contractor's testing agencies shall submit test results to Owner and Contractor.

6.05 The Owner will provide an inspection program for the purpose of quality assurance and permit compliance.

7. PRE-INSTALLATION CONFERENCES:

7.01 Project Meeting: Well in advance of installation of every major unit of work which requires coordination and interfacing with other work, Facilities Project Manager shall be notified of impending work and shall have the option to meet at the project site with installers and representatives of manufacturers and fabricators who are involved in or affected by the unit of the work, and its coordination or integration with other work which has preceded or will follow. Contractor shall advise Owner of scheduled meeting dates. At each meeting all parties shall review progress of other work and preparations for particular work under consideration. Owner's Facilities Project Manager may make observations and recommendations consistent with the General Conditions. Facilities Project Manager or Contractor, as mutually agreed, will record significant discussions of each conference, record agreements, and disagreements, along with final plan of action and will distribute a record of meetings promptly to everyone concerned.

8. MATERIALS STORED OFFSITE:

Contractor shall submit all requests for off-site storage to the Owner for consideration. Options and requirements for approval by the Owner of off-site storage include, but may not be limited to:

1. Possibility of off-site on University property on which adequately secured storage can be made available during the contract period, at rental rates as set by the Owner; or the availability of an Owner approved bonded warehouse or secured bonded site.

2. Provision by the Contractor, at no cost to the Owner, of off-site storage on non-University property with insurance and bonding to hold the Owner free of all risks, including delay attributed to loss, damage or destruction of stored materials off jobsite.

   a. Bonding shall protect the Owner's exclusive right of possession, and indemnify the Owner against any loss of use or possession, of materials paid for by the Owner and not stored on University property.

3. Contractor shall provide suitable security fence/materials enclosure for locked
containment of materials submitted for payment.

4. Contractor shall bear all costs for inspection of quantities at time of storage, and monthly thereafter if the list of materials changes.

5. Contractor shall bear all costs for security monitoring of the storage site as deemed required by the Owner.

9. **OWNER’S PROJECT MANAGER’S RIGHT AND PREROGATIVES:**

9.01 Owner’s Project Manager shall have the right to:

1. Review Contractor’s initial Schedule of Values which, when approved by Owner will be used as the basis for Contractor's progress payments.

2. Monitor and record flow of shop drawings and construction material samples for review by Owner.

3. Transmit Owner's interpretation of the Contract Documents to the Contractor, and resolve unanticipated field problems by "on-site" inspections.

4. Provide "on-site" observation to record conformance of work with the contract documents, and to identify and give notice of any defective or deficient work observed.

5. Schedule, attend and prepare minutes of project meetings. Such meetings shall be held at regular intervals and as may be required. Alternatively, the Contractor or the Architect may be requested to prepare the meeting minutes.

6. Prepare progress reports.

7. Evaluate Project schedules, and issue alerts as to problems.

8. Issue change orders.

9. Verify quantities of work put in place during the preceding month as requested in Contractor's application for payment.

10. Witness and observe field tests and equipment and system performance tests, and review the start-up and check-out of major and specialized systems such as waste treatment, refrigeration and boiler operations, energizing of switchgear and balancing of air conditioning
systems, in concurrence with the Owner’s consultants, other UA Representative and other applicable local jurisdictions.

11. Verification of Contractor’s statement of quantities of materials priced on a unit cost basis.


13. Advise appropriate parties of disputes or problems (such as strikes, delays in receipt of materials, or other factors) which may affect the construction schedule.

14. Monitor Contractor’s scheduling and coordination with local agencies and Owner as required for the tie-in of utilities of new facilities.

15. Prepare the Certificate of Substantial Completion and assembly of associated punch lists at the time the work is substantially complete.

16. Issue Certificates of Final Completion when all work and project closeout requirements are completed.

17. Record the Contractor’s submission of "as-built" drawings and operation and maintenance manuals, and review for accuracy and completeness prior to certification of Contractor’s application for final payment. Also assure that the Contractor maintains an up-to-date set of drawings reflecting "as-built" conditions of the work at all times.

10. OTHER POTENTIAL ACTIVITIES OF OWNER’S PROJECT MANAGER:

10.01 Manufacturer's Instructions: Where installations include manufactured products, Contractor's compliance with manufacturer's applicable instructions and recommendations for installation shall be subject to the approval of the Owner.

10.02 Facilities Project Manager may inspect materials or equipment immediately prior to installation, and recommend rejection of damaged and defective items.

10.03 Owner may observe Contractor's attachment and connection devices and methods for securing work as it is installed. All work shall be true to line and level, and within recognized industry tolerances if not otherwise indicated. Contractor shall allow for expansions and building movements and provide uniform joint widths in exposed work, organized for best possible visual effect. Refer questionable visual-effect choices to Owner.

10.04 Owner may observe Contractor's recheck measurements and dimensions of work.
10.05 Owner may observe Contractor's compliance with installation of work under conditions of temperature, humidity, exposure, forecasted weather, and status of project completion that comply with Contract Documents.

10.06 Mounting Heights: Where mounting heights are not indicated, mount individual units of work at industry-recognized standard mounting heights for applications indicated. Refer questionable or specified mounting heights in conflict with industry standard to Owner for final decision.

11. CUTTING AND PATCHING BY CONTRACTOR:

Do not cut-and-patch structural work in a manner resulting in reduction of load-carrying capacity or load/deflection ratio. Submit proposed cutting and patching to Owner for approval before proceeding. Do not cut-and-patch operational elements and safety related components in a manner resulting in reduction of capacities to perform in the manner intended, or resulting in decreased operational life, increased maintenance, or decreased safety. Do not cut-and-patch work which is exposed on the exterior or exposed in occupied spaces of a building in a manner resulting in reduction of visual qualities or resulting in substantial evidence of cut-and-patch work, as judged by the Owner. Review any potential deviation with the Owner. The Owner will provide direction for correction where cut-and-patch is performed in an unsatisfactory or otherwise objectionable manner.

12. CONSTRUCTION SCHEDULE:

12.01 The responsibility for developing the construction schedule and monitoring actual progress as compared to the schedule rests with the Contractor. Subcontractors shall provide the necessary information about their own activities to the Contractor.

12.02 The Contractor shall be responsible for planning, scheduling, monitoring and coordinating progress of the work. The Contractor is expected to possess the necessary skills to plan and schedule his activities and those of his subcontractors. If necessary, the General Contractor should use a scheduling Consultant to assist in developing the schedule in a form acceptable to the Owner.

12.03 Failure of the schedule to include any element of the work required for the performance of this contract, or any inaccuracy in the construction schedule, will not excuse the Contractor from accomplishing all the work required for a completed project within the contract time for completion and will not constitute grounds for a delay claim.

12.04 The Owner reserves the right to comment regarding Contractor's and subcontractors' schedules and may request expediting material and equipment
deliveries without assuming the responsibility for said deliveries. Upon request, the Contractor shall furnish copies of the equipment and material purchase orders complete with scheduled shipping and receiving dates to the Owner.

12.05 Whenever it becomes apparent from the monthly "updated" schedule that any activity completion date may not be met, the responsible Contractors shall take some or all of the following actions at no additional cost to the University of Arizona:

A. Increase construction manpower in such quantities as will substantially eliminate the backlog of work and put the Project back on schedule.

B. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment or any combination of the foregoing which will subsequently eliminate backlog of work and put the Project back on schedule.

C. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities and put the Project back on schedule.

12.06 Refer also to Section 01350.

-- END OF SECTION 01205 --
1. **GENERAL:**

   1.01 The Contractor shall provide all required submittals and not proceed with work until submittals are approved.

   1.02 Approval of submittals shall not relieve the Contractor from the responsibility for deviations from drawings and specifications unless he has in writing noted such deviations on submittals or shall it relieve any Contractor from the responsibility for errors in submittal.

   1.03 After a material has been approved, no change in brand or make will be permitted, unless satisfactory written evidence is presented to and approved by the Owner that the manufacturer cannot make scheduled delivery of approved material, or that material delivered has been rejected and the substitution of a suitable materials an urgent necessity, or that other conditions are apparent which indicate the substitution to be in the best interest of the Owner.

   1.04 The Contractor will be held responsible for any delay in the progress of the work which may be due to this failure to observe these requirements, and the time for the completion of the Work Order will not be extended on account of his failure to submit information promptly.

   1.05 All submittals shall be signed and dated by the submitting party attesting to his compliance with drawings and specifications.

   1.06 A copy of all submittals shall be maintained at job site by the Contractor.

   1.07 Submittal process shall be as agreed to by all parties of the project team.

2. **SHOP DRAWINGS:**

   2.01 Shop drawings shall be in large format for annotation and correction by Architect. Rejected shop drawings shall be resubmitted.

   2.02 Shop drawings shall be to accurate scale. Show dimensions, noting all field measurements.

   2.03 Copies of working drawings will not be approved.

3. **MATERIALS LIST AND LITERATURE:**

   3.01 Manufacturer's literature shall be labeled to indicate the name of the project, manufacturer, brand or other identification where required. In addition, catalogues shall be marked to indicate the specific items submitted for approval.
3.02 The right is reserved to require submission of samples of any material, and any materials lists, whether or not specifically mentioned herein.

4. OPERATION AND MAINTENANCE INSTRUCTIONS:

4.01 Provide complete data for the operation and maintenance of all equipment and appliance items furnished. Include a copy of all Guarantees. Manuals shall be project specific and shall not include items which are not a part of the Work Order.

4.02 The Contractor shall coordinate the data. Arrange the data in the same order that the items appear in the CSI specification format. Index the O&M Manual data and provide an electronic copy in bookmarked pdf file format.

4.03 Required data may be amplified in the individual Work Order.

5. TESTING:

5.01 Required test and certification results shall be submitted to the Architect and Owner.

5.02 Indicate on submittal if test results are actual or by standard publication.

6. MOCK-UPS:

6.01 Mock-ups shall be provided in accordance with the contract documents or as agreed to by the project team.

7. SAMPLES:

7.01 Provide samples of final condition of proposed materials or products.

7.02 Where unavoidable variations in materials must be expected, provide a minimum of 3 range units and describe anticipated variations.

7.03 Provide full set of samples where selection is required.

7.04 Owner will not test samples for compliance with specifications; responsibility of compliance is Contractor's responsibility.

8. WARRANTIES:

8.01 The Contractor shall provide to the Owner a written Guarantee and Warranty for all aspects of the work and all equipment and systems furnished with the work using the form included in this section or an equivalent form approved by the Owner.
8.03 Guarantees from Contractor shall be supported by individual guarantees from each trade or subcontractor including any major manufacturer or equipment supplier. Where the Work Order requires a longer guarantee period the first paragraph of the form shall be amended accordingly. (Refer to page 4 of this section.)

9. AS-BUILT CONTRACT DOCUMENTS:

9.01 The Contractor shall maintain daily up to date "As-Built" specifications and drawings of his work. Monthly payments to the Contractor will be withheld if these “As-Built” specifications and drawings are not kept current.

9.02 The Contractor shall submit to the Owner at project completion one (1) complete clean set of "As-Built" drawings that indicate in red ink all changes and deviations in his work. In addition, any items added, revised, or deleted by addendum, change orders, supplemental instructions, or other correspondence, shall be indicated. Drawing line work, lettering, and layout shall be of professional quality and appearance. Contractor shall also provide an electronic copy of the as-builts in bookmarked pdf file format.

9.03 As-built revisions shall clearly indicate the entire extent of the change, in a clearly drafted manner. Simply referencing other project correspondence shall not be acceptable.

9.04 The Contractor shall also indicate in each section of the "As-Built" specifications the Manufacturer’s name, Product name and Product number for each product used in his work.

9.05 This set of "As-Built" Contract Documents shall be stamped "As-Built", dated, signed, and attested to by the Contractor that they reflect his work as built.

10. PROJECT CLOSEOUT:

10.1 The UA would prefer that all project closeout documents be provided on electronic media in bookmarked pdf file format.
WRITTEN GUARANTEE AND WARRANTY

WRITTEN GUARANTEE FOR____________________________________________
(Entire Work, in the case of the Contractor, or Specific Specification SECTION(S) in the
case of a Subcontractor or Supplier)

Name and address of Owner Date: ____________________
Re: (Title of Project)

Gentlemen:

The undersigned firm(s), hereby warrant(s) that the (description of work covered)
which it/they have provided for the (Owner's project title and number) has
been completed in accordance with the requirements of the Contract Documents.

The undersigned firm(s) hereby guarantee the Owner that it/they will be responsible
for defective materials, equipment, and workmanship, and further agree to repair or
replace any or all of the referenced Work, as may be required to make it conform to
the Contract Documents, together with any other adjacent work displaced or
damaged by so doing, which may prove to be defective in its workmanship or
materials within a period of two (2) years from the date of Substantial Completion,
ordinary wear and tear and unusual abuse or neglect excepted.

The undersigned firm(s) also agree(s) to repair any and all damages resulting from
such defective work.

In the event of failure by the undersigned firm(s) to comply with the above-mentioned
conditions within a reasonable time, not to exceed 14 calendar days, after being
notified in writing by the Owner, the firm(s) collectively and separately, do hereby
authorize the Owner to have said defective Work and damages repaired or replaced
and made good at its/their expense, and will honor and pay the costs and charges
therefore upon demand.

SIGNED_______________________________________________________________
(Contractor's name, address, license number, and date of signing)

(All Signatures must be Notarized)

Attest: _____________________________

or

SIGNED_______________________________________________________________
(Subcontractor's name, address, license number, and date of signing)

COUNTERSIGNED ___________________________________________________
(Contractor's name, address, license number, and date of signing)

Note: All Signatures must be Notarized.

Attest: ______________________________

-- END OF SECTION 01300 --
DIVISION 1 GENERAL REQUIREMENTS

Section 01350 SCHEDULES, REPORTS, PAYMENTS
(JOB ORDER CONTRACT)

1. GENERAL

1.01 Related Documents:

Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to Work of this Section.

1.02 Description of Work:

A. Construction Progress Schedule.
B. Submittal Schedule and Product Confirmation.
C. Daily Reports.
D. Schedule of Values.
E. Application for Payment.

1.03 Sequence:

Work categories in all schedules and Applications for Payment shall be listed in the normal CSI sequence for Specifications.

1.04 Construction Progress Schedule:

With each individual work order proposal the Contractor shall submit to the Owner a comprehensive bar-chart type progress schedule. This schedule shall indicate each major category or unit of work to be performed, with properly sequenced activities showing all interdependencies, and indicate completion of the work by the date established in the Request for Work Order Proposal. With this submittal, include a tabulation (by date) of submittals required during the course of the Work, as necessitated by lead times shown on schedule. At the time of submittal, the contractor must be prepared to discuss with the Owner the logic, sequence of events and any major milestones/events requirement.

A. The Contractor shall secure critical time commitments for performing major elements of the Work by meeting with subcontractors and material suppliers to ascertain crew size, anticipated production, and lead times for materials and equipment to be incorporated into the work. The comprehensive bar-chart schedule shall demonstrate fulfillment of all Contract requirements so that it can be utilized for scheduling, coordinating, and monitoring work under the individual Work Order. The schedule shall be submitted to the Owner for initial approval and then updated and resubmitted as required in order to demonstrate contract
compliance and facilitate evaluation of monthly payment requests and requests for time extension. All updates shall show schedule revisions and actual progress by use of additional parallel time bars for each activity, while retaining the original approved schedule time bars.

B. The schedule shall show the sequence and interdependence of activities required for complete performance of all items of work under this Contract or portion thereof. In preparing the schedule, the Contractor shall:

1. Exercise sufficient care to produce a clear, legible, and accurate bar-chart. Activities related to specific physical areas of the project shall be grouped on the schedule for ease of understanding and simplification.

2. In addition to the performance of work in place, show special activities such as:
   a. Interruption of utilities, delivery of Owner furnishings and equipment, special inspections, or other project phasing requirements.
   b. Testing and balancing of mechanical equipment, special testing, equipment start-up, Owner training, etc.
   c. Final cleaning, punch list inspections, final inspection, demobilization.

3. Break up the work into activities of a duration no longer than 10 work days each, except as to nonconstruction activities (such as procurement of materials, delivery of equipment and concrete curing) and any other activities for which the Owner may approve the showing of longer duration. The duration for Architect's approval of any required submittal, shop drawing, etc., shall not be less than 5 work days. The construction time as determined by the Construction Progress Schedule shall not exceed the completion time indicated in the Work Order.

4. The Contractor shall also submit the following schedule supporting data:
   a. The proposed number of working days per week.
   b. The holidays to be observed during the life of the Contract (by day, month, and year).
   c. The planned number of shifts per day.

5. The bar-chart schedule may be either computer generated or hand drawn. Unless otherwise agreed upon, the format shall be
C. Changes to the Work: All changes in the work resulting in a time change shall be reflected in the schedule. Minor changes may be omitted from the schedule provided that there is no change in time and that the Owner is in agreement with the procedure.

D. Distribution: Following initial submittal to and response by Owner, print and distribute Construction schedule to Owner, (3 copies), Architect (1 copy), subcontractors, suppliers, fabricators, and others with schedule-compliance requirements. Post copies in Project meeting rooms and field office. When revisions are made, distribute updated issues to same entities. Those who are no longer involved in performance of scheduled Work may be deleted from distribution list.

1.06 Product Confirmation and Submittal Schedule:

Comply with requirements for submittal of "Product Confirmation and Submittal Schedule" required by provisions of Section 01300.

1.07 Daily Reports:

Prepare a daily report to be kept on file at the field office, recording all information concerning events at the site. Submit, upon request, copies of all daily reports to Architect and Owner.

1.08 Schedule of Values:

1.08.1 General: Prepare Schedule of Values in coordination with the preparation of Construction Schedule. Line items shall be identical with items in Construction Schedule. Provide breakdown of Contract Sum in sufficient detail to facilitate continued evaluation of payment requests and progress reports. Break down principal subcontract amounts into several line items. Round off to nearest whole dollar, but with total equal to Contract Sum.

1.08.2 Material/Fabrication Values: For each unit of Work where payment requests will be made on account of materials or equipment purchased/fabricated/delivered but not yet installed, show "initial value" for payment request and "value added" for subsequent stage or stages of completion that unit of Work.

1.08.3 Time Coordination: In coordination of initial submittals and other administrative "start-up" activities, submit Schedule of Values to Owner and to Architect at earliest feasible date, but in no case later than 15 days before initial payment request is to be submitted.
1.08.4 **Listing:** Arrange schedule with columns to indicate generic name of item, related Specification Sections, subcontractor, supplier/manufacturer/fabricator, Change Orders (numbers) which have affected value, dollar value of item, and percentages of Contract Sum (to nearest 0.01% and adjusted to total 100%).

1.08.5 **Margins of Cost:** Show line items of indirect costs only to extent such items will be individually listed in payment request. In general, establish each item in Schedule of Values (and in payment requests) to be complete with its total expenses and proportionate share of general overhead and profit margin.

1. Except as otherwise indicated, major cost items, which are not directly cost of actual Work-in-place, such as distinct temporary facilities, may be either shown as line items in Schedule of Values or distributed as general overhead expense, at Contractor's option.

2. **Schedule Updating:** Update and resubmit Schedule of Values when Change Orders affect listing and when actual performance of the Work involves necessary changes of substance to values previously listed.

1.09 **Applications for Payment:**

1.09.1 **General:** Except as otherwise indicated, sequence of progress payments under each Work Order is to be regular, and each must be consistent with previous applications and payments. Certain applications will involve extra requirements, including initial application, application at times of substantial completion and final payment application.

1.09.2 **Payment Application Times:** The date for each progress payment shall be as indicated in Owner-Contractor Agreement. The period of construction Work covered by each payment request is the period indicated in Owner-Contractor Agreement.

1.09.3 **Payment Application Forms:** AIA Document G702 and G703 available from Publication Distribution Div., The American Institute of Architects, 1735 New York Ave. N.W., Washington, DC 20006 (also available at most local AIA chapter offices).

1.09.4 **Application Preparation:** Except as otherwise indicated, complete every entry provided for on the form, including notarization and execution by authorized person. Also provide breakdown which separates material value from labor value added for each category of work. Incomplete
Entries must match current data of Schedule of Values and Construction Schedule. Listing must include amounts of Change Orders issued prior to first day of the period of construction covered by application.

1.09.5 Payment Application Transmittal: Submit the required number of executed copies of each payment application to the Architect with a transmittal form listing attachments, and recording appropriate information related to application.

1.09.6 Initial Payment Application: Submittals which must precede submittal of first payment application include the following:

1. Listing of subcontractors and material vendors (submitted with the work order proposal).
2. Schedule of Values.
3. Construction Schedule (submitted with work order proposal).
4. Product Confirmation and Submittal Schedule.
5. Copies of any required authorizations from governing authorities for current performance of the work.
6. Performance and Payment Bonds and current Certificates of Insurance (submitted to the Owner immediately after contract award).

1.09.7 Application at Time of Substantial Completion of each Work Order: Following issuance of the final Certificate of Substantial Completion, a "special" payment application may be prepared and submitted by Contractor. The principal actions and submittals which must precede such special Application for Payment include the following:

1. Any required approvals or certifications by governing authorities and/or franchised services, assuring Owner’s full access and use of completed Work.
2. As-Built drawings, warranties, guaranties, O&M Manuals, maintenance agreements, and similar provisions of Contract Documents.
3. HVAC Test, Adjust and Balance (TAB) reports, Commissioning
Reports, equipment certification and instructions, meter readings, start-up performance reports, and similar information for Owner's use.

4. Change-over of door locks and other Contractor's access provisions to Owner's property.

5. Record Submittals and Record Construction Administration documents (RFIs, ASIs, PRs, etc).

6. Any other closeout documents requested by Owner and agreed to by all Project Team members.

1.09.8 Final Payment Application for each Work Order: Actions and submittals which must precede submittal of final Application for Payment include:

1. Completion of Project Closeout requirements.

2. Contractor's Affidavit of Payment of Debts and Claims (AIA G706), conformed to the Construction Agreement by replacing the words “Article 9” with the words “Section 29” and deleting the reference to AIA Document A201.

3. Subcontractor's Certifications of Payment of Amounts Due.

4. Consent of Surety to Final Payment (AIA G707).

5. Transmittal of required Project Record Documents to Owner; As-Built Drawings, Specifications, product data, shop drawings, samples.

6. Proof, satisfactory to Owner, that taxes, fees and similar obligations of Contractor have been paid.

7. Proof of extended insurance coverage.

8. Submittal of Contractor's Subcontracting Report to the Owner's Small Business Program Coordinator.

-- END OF SECTION 01350 --
1. GENERAL:

   1.01 Provide temporary facilities and utilities needed for the work including, but not necessarily limited to: electrical, water, toilets, contractor parking, contractor storage, site access, security, public protection, and environmental protection.

2. TEMPORARY ELECTRICAL:

   2.01 Power for construction shall be furnished from the existing electric supply. Verify the exact location with the Owner. Unusually heavy loads, such as welding, and other equipment with special power requirements, will not be connected to the existing system. Provide special circuits for heavy load requirements.

   2.02 A reasonable amount of power will be provided at no cost to the Contractor. However, all other costs will be borne by the Contractor.

   2.03 Remove the temporary installation and connections of systems when no longer required. Restore the services, sources and supply to proper operating condition.

3. TEMPORARY WATER:

   3.01 Water for construction shall be furnished from the existing water supply. Verify the exact location with the Owner.

   3.02 A reasonable amount of water will be provided at no cost to the Contractor. However, all other costs will be borne by the Contractor.

   3.03 Provide backflow prevention devices as required by the Owner.

4. TOILET FACILITIES:

   4.01 Sanitary facilities shall be provided by the Contractor. The Contractor shall be responsible for his personnel in maintaining the same standard of conduct as expected of University personnel.

5. CONTRACTOR PARKING:

   5.01 Parking of Contractor's vehicles and vehicles of the Contractor's employees, shall be only at locations designated by the Owner. The exact quantity and location for Contractor parking will be verified at the Pre-Construction Conference. The location will be as close to the construction site as possible. Vehicle spaces will be limited in number, and the vehicles must have permits properly displayed. The Contractor is responsible for all parking costs and may apply to the Parking Services Field Coordinator at 621-3756 for permits to park on campus. If granted, the costs for these permits will be borne by the
Contractor. The permits are transferable and are valid for one year with the unused portion being refundable. Verify costs and all conditions with the Owner. Apply for permits sufficiently in advance.

6. CONTRACTOR STORAGE:

   6.01 The Contractor's material and equipment may be stored at locations designated in the work order, subject to the approval of the Owner. Provide a temporary fence as shown or as required. Any damage resulting from storage of materials to equipment shall be remedied at the cost of the contractor.

7. SITE ACCESS:

   7.01 Site access for delivery shall be made only from locations as approved by the Owner.

8. SECURITY:

   8.01 The Contractor shall be responsible for the security of the work area and all areas of the existing facility in which there is access for the new construction. Security shall be maintained 24 hours a day, seven days a week throughout the term of the contract.

9. PUBLIC PROTECTION:

   9.01 Provide barriers and other items as required to protect the public as approved by the Owner.

   9.02 Provide dust and debris barrier protection for areas located beyond construction site.

10. FIRE PROTECTION:

   10.1 The Contractor shall at all times maintain good housekeeping practices to reduce the risk of fire damage. Where electric or gas welding or cutting is done, interposed shields of incombustible material shall be used to protect against fire damage due to sparks and hot metal.

11. SAFETY:

   11.01 The Contractor shall comply with the Williams-Steiger Occupational Safety and Health Act of 1970 and shall submit a written statement to the Owner and Architect that he will do so.
11.02 Contractor shall maintain adequate emergency exiting at all times for construction area and areas adjacent to the construction area while work is being completed.

-- END OF SECTION 01500 --
1. GENERAL:

1.01 Work Specified Herein: All requirements and procedures covering material and equipment to be utilized in the Project work. This Section is complementary to the General Conditions and Supplementary General Conditions and nothing herein shall be considered to waive any requirements of the General Conditions or Supplementary General Conditions.

2. FACILITY AND EQUIPMENT:

2.01 The Contractor shall provide, install, maintain, and operate a complete and adequate facility for the handling, execution, disposal, and distribution of all material and equipment required for the proper and timely performance of all work connected with the Contract.

3. DELIVERY AND STORAGE:

3.01 Deliver all manufactured materials in the original packages, containers, or bundles (with the seals unbroken) bearing the name or identification mark of the manufacturer.

3.02 Deliver fabrications in as large assemblies as practicable and where specified to be shop-primed or shop finished, they shall be packaged or crated as required to preserve such priming or finish intact and free from abrasion.

3.03 Store all materials in such manner as necessary to properly protect same from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be acceptable.

3.04 Store material so as to cause no obstructions, stored off sidewalks, roadways, and underground services. The Contractor shall be responsible for protecting all material and equipment furnished under the Contract.

3.05 When any room in the project is used as a shop or store room, the Contractor shall be responsible for any repairs, patching or cleaning necessary due to such use. Location of such storage space shall be subject to approval of the Owner.

4. WORKMANSHIP:

4.01 Where more specifically described in any of the various Sections of these Specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction or installation regularly furnished or required for completion (including any finish, and for successful operation as intended).
4.02 All work shall be executed by mechanics skilled in their respective lines of work.

4.03 When completed, all parts shall have been durably and substantially built and shall present a neat, workmanlike appearance.

5. **SUBSTITUTION OF MATERIALS:**

5.01 When a specific manufacturer, trade name or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. If the Contractor desires to use a manufacturer, trade name or material other than that specified, he shall request approval of such substitutions, in writing, to the Owner.

5.02 Submittals for approval of substitute manufacturer, trade name or materials should contain sufficient information, descriptive brochures, drawings, samples or other data as necessary to provide direct comparison to the specified products. Each submittal shall be well marked and identified as to the type and kind of items being submitted for approval. It is the sole responsibility for the proposer to submit complete descriptive and technical information so that the Owner can make proper appraisal. Lack of proper information will be sufficient cause for rejection. References to catalogs that the Owner may or may not have will not be accepted.

5.03 Substitution shall not be offered unless a thorough check is made of all related items and interferences, revised arrangements and other changes that may result. Prepare drawings of revised equipment and piping arrangements caused by substitutions. Such drawings shall be equal in quality to Contract Drawings. The cost of supplying drawings shall be included by the Contractor in his estimate of proposed substituted materials.

5.04 A contractor offering a substitution shall accept responsibility for its effect on the work of all trades, including any possible delays in completion time of Project. All costs of changes in the work of other trades and Drawings, etc., affected by inclusion of contractor requested substitution shall be paid by the Contractor requesting approval of such substitutions.

5.05 Issuance of the Work Order in accordance with Contract Documents requires that the specified manufacturers, trade names or materials and equipment shall be furnished and installed.

5.06 Unless specifically submitted and approved in accordance with the above, substitutions will not be allowed.
6. MATERIAL REFERENCE STANDARDS:

   6.01 Where material is specified solely by reference to Standard Specifications the Contractor shall, if requested by the Owner, submit to the Owner for his approval, data on all such material proposed to be incorporated into the work of the Contract listing the name and address of the vendor, the manufacturer or product, and the trade or brand names of such materials.

-- END OF SECTION 01600 --
1. GENERAL:

1.01 Work Specified Herein: This Section outlines requirements for cleaning of the project work. This Section is complementary to the General Conditions and Supplementary General Conditions and nothing herein shall be considered to waive any requirements of the General Conditions or Supplementary General Conditions.

2. REQUIREMENTS OF REGULATORY AGENCIES:

2.01 Safety and Insurance Standards: Maintain project in accordance with the following safety and insurance standards:

(1) State Industrial Commission (of Arizona) OSHA

2.02 Fire Protection:

(1) Store volatile waste in covered metal containers, and remove from premises daily.

2.03 Pollution Control:

(1) Conduct clean-up disposal operation to comply with local ordinances and anti-pollution laws. Burning or burying or rubbish and waste material on the project site is not permitted. Disposal of volatile fluid waste (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer systems or into streams or waterways is not permitted.

2.04 Dust Control:

(1) Provide a plan acceptable to the Construction Project Manager for preventing generation of dust due to construction operations on site, along haul routes, in equipment parking areas, and in waste areas. This plan may consist of water sprinkling or an equivalent service in compliance with State and Pima County Pollution Control Rules and Regulations.

3. MATERIALS:

Use only cleaning materials recommended by manufacturer of surface to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

-- END OF SECTION 01710 --
1. CONNECTION TO EXISTING UTILITIES:

1.01 Contractor shall provide all labor and materials necessary to connect all project utilities to existing University systems. All shutdowns or interruptions to existing University systems shall be planned and coordinated with the Owner at least two (2) weeks prior to connection, with the physical shutdowns of existing systems performed by the Owner. Refer to drawings and specifications for connection requirements.

2. TELECOMMUNICATIONS SYSTEMS:

2.01 These provisions shall not pertain to telecommunications systems (voice and/or data). Refer to drawings and specifications for telecommunications requirements or consult with the Owner.

-- END OF SECTION 01750 --