

April 19, 2017

**STATEWIDE VERTICAL
JOB ORDER CONTRACTING**

OWNER

**DEPARTMENT OF ADMINISTRATION
for and on behalf of
STATE OF ARIZONA**



OPERATING MANUAL
FOR VERTICAL JOB
ORDER
CONTRACTING

- **This Operating Manual is a legally binding contract document and is one of the Contract Documents.**
- **All Detailed Scopes of Work under each Job Order and the other activities of Contractor under the JOC Program and all activities of Owner and the Design Professional, relating to the JOC Program must be in accordance with the requirements in all of the Contract Documents, regardless of whether the requirements are included in this Operating Manual or in another JOC Contract Document.**
- **Statements of Qualifications (SOQs) submitted in responses to the solicitation do not modify or change any of the other Contract Documents. Nothing in the SOQs shall be construed to replace or supersede any provision of any of the other Contract Documents or Job Orders. If there is a conflict between anything in the SOQs and any provision of any other Contract Document or Job Order, the provision of the other Contract Documents and Job Orders shall be given effect and the conflicting material in the SOQs will not be given effect.**

Contractor agrees to perform Job Orders and the Contractor's obligations and to comply with the terms and conditions applicable to Contractor under this Operating Manual and the other Contract Documents. Owner agrees to perform its obligations and to comply with the terms and conditions applicable to Owner under this Operating Manual and the other Contract Documents.

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SECTION 1 DEFINITIONS

- 1.1 The following terms will have the following meanings when used in the Operating Manual. However, to the extent that a term is defined differently in a separate Contract Document, the definition used in that document will be controlling. Terms defined below or in the Contract Documents are sometimes used without initial capitals. In each such case they will have their respective defined meanings.
- 1.2 If not specifically defined, terms, words and phrases in the Contract Documents will have their ordinary and common meanings, with undefined words, phrases and abbreviations interpreted consistent with construction and design industry standards and technical and trade meanings.
- 1.3 Each reference in a Contract Document to a section, appendix, attachment or exhibit is a reference to the respective section in appendix, attachment or exhibit attached to that Contract Document.
- A. **“Adjustment Factor”** – means the adjustment factor supplied by Contractors in the Negotiations phase of the Request for Qualifications, and as modified by amendment to be applied to the Unit Prices listed in the Construction Task Catalog®.
- B. **“All Working Hours”** means all day Monday through Friday, Saturday, Sunday, and Owner Holidays.
- C. **“Construction Schedule”** means a graphic construction schedule showing the completion of the Detailed Scope of Work within the Job Order Completion Time.
- D. **“Construction Start Date”** means the date specified in a Job Order for the Contractor to begin the Detailed Scope of Work.
- E. **“Contract”** means the Agreement between the State and Contractor as a result of the Request for Qualifications, as modified from time to time by Amendments.
- F. **“Contract Date”** means the effective start date of the Contract.
- G. **“Contractor”** means the contractor named on the Offer and Acceptance page of the Contract.
- H. **“Contractor’s Project Manager”** means the person designated as Contractor’s Project Manager for the JOC program. Contractor’s Project Manager is responsible for the daily oversight of the Site Manager.
- I. **“Day”** means a calendar day unless specifically otherwise provided herein or by law.
- J. **“Detailed Scope of Work”** means a document setting forth the work the Contractor is obligated to complete for a particular Job Order.
- K. **“Design Professional”** means the person employed by the firm engaged by the customer under separate contract to perform Design Services relating to the Detailed Scope of Work for a Job Order and who is designated as the Design Professional in the Job Order. For some Job Orders there will be no Design Professional (see Owner Representative definition below).
- L. **“Design Services”** means professional architect services and/or professional engineer services that are within the scope of architectural practice or engineering practice, respectively, as provided in Arizona Revised Statutes Title 32, Chapter 1. Design Services includes preparation of the Drawings and Specifications for the Detailed Scope of Work. Contractor will not provide Design Services in the JOC Program. Owner will arrange for such Design Services as Owner determines are needed for each Job Order.

- M. **“Drawings”** means the drawings, if any, referenced in the Detailed Scope of Work and attached thereto.
1. The drawings referenced in the Detailed Scope of Work may be detailed drawings prepared by a Design Professional on behalf of Owner, approved by Owner and Owner Representative and, when required by law, stamped and sealed as required by law, including a hard copy and a set in electronic format.
 2. Alternatively, for some Job Orders there will be no drawings prepared by a Design Professional, in which case Owner will deliver to Contractor a Detailed Scope of Work that may reference line drawings and/or include a written description of the work.
- N. **“Estimated Annual Value”** means an estimate of the value of Job Orders that could be issued to the Contractor each year.
- O. **“JOC Program”** means Owner’s job order contracting construction services program under the Contract Documents.
- P. **“Job Order”** means a written order, signed by the Owner, requiring the Contractor to complete the Detailed Scope of Work for the Job Order Price within the Job Order Completion Time. Each Job Order will consist of a written Detailed Scope of Work, the Job Order Price and a purchase order from the owner to the contractor, Drawings and any other documents indicated on the Job Order Form.
- Q. **“Job Order Completion Time”** means the time frame specified in the Job Order by which the Contractor shall have started and completed the Detailed Scope of Work, including, without limitation, all deficiency, correction and incomplete items (Punch List).
- R. **“Job Order Development Services”** means all activities of Contractor prior to the Owner issuing a Job Order for a particular project as set forth in Section 8 the Procedures to Develop all Job Orders. This will include, without limitation: (i) assisting the Owner in determining whether to complete a Project in Job Order Contracting, (ii) preparing or assisting in the preparation of a Detailed Scope of Work, (iii) and preparing or revising a Job Order Proposal. Job Order Development Services does not include performance of the Detailed Scope of Work.
- S. **“Job Order Price”** means the fixed price appearing in the Job Order that the Contractor will be paid by the Owner for the successful completion of the Detailed Scope of Work within the Job Order Completion Time.
- T. **“Job Order Price Proposal”** means a price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.
- U. **“Job Order Proposal”** means a set of documents including at least: (a) Job Order Price Proposal; (b) required drawings, sketches, or layouts; (c) list of anticipated Subcontractors; (d) Construction schedule; (e) technical data or information on proposed materials or equipment, and (f) other requested documents.
- V. **“Job Order Proposal Request”** means a written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- W. **“Joint Scope Meeting”** means a site meeting to discuss the Work before the Detailed Scope of Work is finalized.
- X. **“Legal Requirements”** means all regulations, policies and practices of Owner and all applicable rules, laws, codes, ordinances and regulations of any governmental or quasi-governmental entity, federal, state and local, having jurisdiction over Contractor, any

Subcontractor, any Job Order or the Detailed Scope of Work, the practices involved thereunder, or any other action performed by Contractor or any Subcontractor. Legal Requirements does not include sales, use, consumer, income and other taxes.

- Y. **“Management Plan”** means the management plan submitted in the Contractor’s SOQ, with such modifications as are negotiated and agreed to by the Owner at time of contract award, unless otherwise modified in writing by mutual agreement.
- Z. **“Minimum Contract Value”** means the minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.
- AA. **“Minor Change”** means a change in the Detailed Scope of Work having no impact on the Job Order Price or Job Order Completion Time or Owner’s approved design intent, as determined by Owner.
- BB. **“Non Prepriced Task”** means an item of Work required by the Detailed Scope of Work but not included in the Construction Task Catalog®.
- CC. **“Normal Working Hours”** means the hours from 7:00 a.m. to 5:00 p.m. Monday through Friday, except for Owner holidays.
- DD. **“Operating Manual”** means this Operating Manual (Operating Manual for Vertical Job Order Contracting) (including, without limitation, the appendices), as modified from time to time by Amendments.
- EE. **“Option Period”** means an additional period of time beyond the Contract Term which extends the termination date of the Contract.
- FF. **“Other than Normal Working Hours”** means the hours of 5:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays.
- GG. **“Owner”** means the organization as defined in the Job Order.
- HH. **“Owner Representative”** means the person who is designated as the Owner Representative in the Job Order. The Owner Representative performs the roles and duties of the Design Professional proscribed in this Operating Manual when no Design Professional is listed in the Job Order. Communication given and roles performed by the Owner Representative are deemed to come from and be performed by the Owner.
- II. **“Prepriced Task”** means an item of Work included in the Construction Task Catalog® for which a unit price is given.
- JJ. **“Price Proposal”** means a price proposal prepared by the Contractor that includes the Prepriced Tasks, Non Prepriced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work prepared in accordance with the Procedures to Develop all Job Orders.
- KK. **“Procurement Officer of Record”** means the Procurement Officer who is responsible for the administration of the statewide Job Order Contracting program.
- LL. **“Project”** means the collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
- MM. **“Punch List”** means the list of deficiency, correction and incomplete items developed as provided in Section 10 “Inspections”.
- NN. **“Secure Locations”** means those buildings and grounds (sites) that require specific security-related criteria where access to the work site or the site’s daily operations negatively affects the Contractor’s productivity on a daily basis. These include but are not limited to public access and operations security. These locations require the Contractor to

follow stipulated requirements to perform work at the site, without exception. Examples of such sites include but are not limited to those for the State Facilities at Sky Harbor Airport (Department of Emergency and Military Affairs), Arizona Department of Corrections and Arizona Department of Juvenile Corrections. At the Joint Scope Meeting, any areas of work that are considered secure locations will be identified.

- OO. **“Statement of Qualifications”** means all information and documents submitted by Contractor relating to Request for Qualifications #ADSPO17-00007249 including, without limitation, Contractor’s formal sealed qualifications package and all other qualifications documents, that is, all documents and materials delivered by Owner to Contractor or by Contractor to Owner in connection with Owner’s RFQ selection process.
- PP. **“Site”** means the location, or locations, where the Detailed Scope of Work or a portion thereof will be performed.
- QQ. **“Site Manager”** means the individual designated as Contractor’s site manager for the JOC Program, who shall be the person proposed in Contractor’s SOQ in response to the RFQ. The Site Manager will report to the Contractor’s Project Manager and supervise all Work conducted at each site. Contractor is permitted to replace the Site Manager only under the conditions provided in Section 5 “Administration of JOC Program” of this Operating Manual.
- RR. **“Subcontractor”** means a person or company providing labor and materials in connection with a Detailed Scope of Work, to the Contractor or to a Subcontractor of any tier. The term Subcontractor includes all Suppliers.
- SS. **“Substantial Completion”** means a point in time during construction, when the Detailed Scope of Work, or a specified portion thereof that the Owner agrees to accept separately, is, in accordance with the Contract Documents and Job Order, certified by the Design Professional as complete sufficiently enough to allow the Owner to occupy or utilize the Detailed Scope of Work, or such portion thereof, for its intended use.
- TT. **“Supplemental Job Order”** means a secondary Job Order developed after the initial Job Order has been issued for the purpose of changing, deleting, or adding work to the initial Detailed Scope of Work, or changing the Job Order Completion Time.
- UU. **“Supplier”** means a person providing materials, supplies or equipment to be included in the Work to Contractor or any Subcontractor.
- VV. **“Technical Specifications”** means the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services. The Technical Specifications apply for all Job Orders and are hereby included by reference into all Job Orders, whether or not specifically mentioned therein. The Technical Specifications may be amended unilaterally by the Owner from time to time in writing.
- WW. **“Unit Price”** means the price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Prepriced Tasks can be established during the course of the Contract and added to the Construction Task Catalogs®. Each Unit Price is comprised of labor, equipment, and material costs to accomplish that specific Prepriced Task.
- XX. **“Work”** means generally the construction, alteration, rehabilitation, remodeling, renewal, renovation, repair, maintenance and demolition and all labor, materials, supplies, tools, equipment, transportation, site cleanup, storage and disposal of construction or demolition debris, supervision, management, overhead and profit, bonds, insurance, licenses and permits, taxes, intellectual property royalty and license fees, all other activities and items required to perform the Job Orders and the requirements of the Contract Documents.

SECTION 2 REFERENCES

2.1 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trades, or Federal Standards: Comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Publication Dates: Comply with standards in effect as of date of the Job Orders unless otherwise indicated.
- C. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.
- D. Should specified reference standards conflict with Contract Documents, request clarification from Owner Representative before proceeding with Detailed Scope of Work.
- E. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

2.2 SCHEDULE OF REFERENCES

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.aashto.org	(202) 624-5800
ACI	American Concrete Institute/ACI International www.aci-int.org	(248) 848-3700
ADC	Air Diffusion Council www.flexibleduct.org	(847) 706-6750
AFPA	American Forest & Paper Association (See AF&PA)	
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHA	American Hardboard Association http://domensino.com/AHA/	(847) 934-8800
AI	Asphalt Institute	(859) 288-4960

www.asphaltinstitute.org

AISC	American Institute of Steel Construction, Inc. www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALSC	American Lumber Standard Committee www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
AMG	Arizona Masonry Guild www.masonryforlife.com	(602) 265-5999
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
APA	APA-The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning, Heating & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400

ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (212) 591-7722
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040
ASTM	ASTM International www.astm.org	(610) 832-9585
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) www.awci.org	(703) 538-1600
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood-Preservers' Association www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association www.gobrick.com	(703) 620-0010
BICSI	BICSI www.bicsi.org	(813) 979-1991
BOCA	BOCA International, Inc. www.bocai.org	(708) 799-2300
CABO	Council of American Building Officials (See ICC)	
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CDA	Copper Development Association Inc. www.copper.org	(800) 232-3282 (212) 251-7200
CFFA	Chemical Fabrics & Film Association, Inc. www.chemicalfabricsandfilm.com	(216) 241-7333

CFR	Code of Federal Regulations www.access.gpo.gov/nara/index.html	(888) 293-6498 (202) 512-1530
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(404) 622-0073
CLFMI	Chain Link Fence Manufacturers Institute Email: clfmigh@aol.com and www.chainlinkinfo.org	(301) 596-2583
CRD	Army Corps of Engineers Handbook for Concrete and Cement www.wes.army.mil	(601) 634-2355
CRI	Carpet and Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	CSA International (Formerly: IAS - International Approval Services) www.csa-international.org	(800) 463-6727 (416) 747-4000
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
DOC	Department of Commerce www.doc.gov	(202) 482-2000
DOD	Department of Defense Military Specifications and Standards www.dodssp.daps.dla.mil	(215) 697-6257
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EPA	Environmental Protection Agency www.epa.gov	(202) 260-2090
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
FMG	FM Global (Formerly: FM - Factory Mutual System) www.fmglobal.com	(401) 275-3000

FS	Federal Specification Available from Department of Defense Single Stock Point www.dodssp.daps.dla.mil	(215) 697-6257
	Available from General Services Administration www.gsa.gov	(202) 619-8925
	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
FSC	Forest Stewardship Council www.fscoax.org	
GA	Gypsum Association www.gypsum.org	(301) 277-8686
GANA	Glass Association of North America (Formerly: FGMA - Flat Glass Marketing Association) www.glasswebsite.com	(785) 271-0208
HI	Hydraulic Institute www.pumps.org	(888) 786-7744
		(973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
IAS	International Approval Services (See CSA International)	
ICC	International Code Council (Formerly: CABO - Council of American Building Officials) www.intlcode.org	(888) 422-7233
ICBO	International Code Council www.iccasafe.org	(888) 422-7233
		(202) 783-2348
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(800) 678-4333

IESNA	Illuminating Engineering Society of North America (The) www.iesna.org	(212) 248-5000
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) (Formerly: SIGMA - Sealed Insulating Manufacturers Association) www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.ili.ai.com	(812) 275-4426
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(888) 464-7732
ITS	Intertek Testing Services www.itsglobal.com	(800) 345-3851 (607) 753-6711
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Formerly: ALA - American Laminators Association) www.lma.org	(201) 664-2700
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (847) 577-7200
MAG	Maricopa Association of Governments www.azmag.gov	(602) 254-6300
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalfamingmfg.org	(312) 644-6610
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MIL	Military Specification Promulgated by Military www.everyspec.com	
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937

MSS	Manufacturers Standardization Society www.mss-hq.com	(703) 281-6613
NAAMM	National Association of Architect Metal Manufacturers www.naamm.org	(630) 942-6591
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NEC	National Electrical Code P.O. Box 9101, Quincy, MA 02269-9101	
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	InterNational Electrical Testing Association www.netaworld.org	(269) 488-6382
NFPA	NFPA International www.nfpa.org	(800) 344-3555 (617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	National Wood Flooring Manufacturers Association www.nwfa.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NTMA	National Terrazzo and Mosaic Association www.ntma.com	(800) 323-9736
NWWDA	National Wood Window and Door Association (See WDMA)	
PCA	Portland Cement Association www.cement.org	(847)966-6200
PCI	Precast/Prestressed Concrete Institute	(312) 786-0300

	www.pci.org	
PDCA	Painting and Decorating Contractors of America www.pdca.com	(800) 332-7322
RCSC	Research Council on Structural Connections c/o AISC www.boltcouncil.org	
RFCI	Resilient Floor Covering Institute www.rfci.com	(706) 882-3833
RIS	Redwood Inspection Service www.redwoodinspection.com	(925) 935-1499
SAE	SAE International www.sae.org	(724) 776-4841
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SIGMA	Sealed Insulating Glass Manufacturers Association (See IGMA)	
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	SPRI (Single Ply Roofing Industry) www.spri.org	(781) 647-7026
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(412) 281-2331 (877) 281-7772
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TFS	Texas Forest Service www.txforestservice.tamu.edu	(936) 639-8180
TIA/EIA	Telecommunications Industry Association/ Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700

TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
UL	Underwriters Laboratories Inc. www.ul.com	(800) 704-4050 (877) 854-3577
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association (See WCSC)	(212) 661-4261
WCSC	Window Covering Safety Council www.windowcoverings.org	(800) 506-4636 (212) 297-2100
WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.wicnet.org	(916) 372-9943
WIC	Woodwork Institute of California (See WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

SECTION 3 JOC Program Overview

- 3.1 The Contract Documents establish a Job Order Contracting program including regional Job Order Contracts.
- 3.2 This Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual projects at different locations throughout the State as identified by seven (7) separate regions. See Request for Qualifications, PART 11, EXHIBIT 1, "Regions Map." The Contract documents include a Construction Task Catalog® (CTC) containing construction tasks with preset unit prices. All unit prices are based on local labor, material and equipment costs and are for the direct cost of construction only. The Contract Documents also include the Technical Specifications.
- 3.3 Prior to contract award, the State and the highest-ranking Contractor's on the short list will negotiate Adjustment Factors to be applied to the unit prices in any resultant contract. When preparing a Job Order Price Proposal, the Contractor shall select the appropriate Adjustment Factor for each task. Those Adjustment Factors are as follows:
 - A. Adjustment Factor for performing Work during Normal Working Hours for Owner funded projects;
 - B. Adjustment Factor for performing Work during Other Than Normal Working Hours or All Working Hours at Secure Locations for Owner funded projects;
 - C. Adjustment Factor for performing Work during Normal Working Hours for Federally funded projects;
 - D. Adjustment Factor for performing work during Other Than Normal Working Hours or All Working Hours at Secure Locations for Federally funded projects.
- 3.4 Secure Locations means those buildings and grounds (sites) that require specific security-related criteria where access to the work site or the site's daily operations negatively affects the Contractor's productivity on a daily basis. These include but are not limited to public access and operations security. These locations require the Contractor to follow stipulated requirements to perform work at the site, without exception. Examples of such sites include but are not limited to those for the State Facilities at Sky Harbor Airport (Department of Emergency and Military Affairs), Arizona Department of Corrections and Arizona Department of Juvenile Corrections. At the Joint Scope Meeting, any areas of work that are considered secure locations will be identified.
- 3.5 As projects are identified the Contractor will attend a Joint Scope Meeting with the Owner, Design Professional, and others. The Owner will prepare a Detailed Scope of Work and issue a Job Order Proposal Request to the Contractor. The Contractor will then prepare a Job Order Proposal for the project including a Price Proposal, proposed Construction Schedule, Sketches and/or Drawings, a list of Subcontractors, and other requested documentation. If the Proposal is found to be acceptable, a Job Order may be issued.
- 3.6 A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price is determined by multiplying the preset unit prices by the appropriate quantities and by the appropriate Adjustment Factor as set forth in more detail in Section 8, Procedures to Develop all Job Orders. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. Changes, deletions and additions to the Detailed Scope of Work will be contained in Supplemental Job Orders.
- 3.7 The Work to be performed under this Contract will be building, alteration, system replacement, remodeling, renovation, maintenance and repair of real property in the State of Arizona, in accordance with SECTION 5, "Scope of Work/Requirements Document".
- 3.8 The Work to be performed under this Contract will include tasks in a combination of trades, for example, carpentry, excavation, electrical, sheet metal, painting, demolition, concrete, masonry

and welding.

- 3.9 It is anticipated that the Contractor will perform multiple Job Orders.
- 3.10 The Owner will pay the Contractor the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
 - A. Each Job Order issued under this Contract for a project shall not be a minimum dollar value. Since Supplemental Job Orders are for changes, deletions, and additions to an existing Project, Supplemental Job Orders may be for less than \$5,000 and some may have a negative value. The total value of all Job Orders and Supplemental Job Orders issued in connection with a single project shall not exceed \$1,000,000 for State agencies and up to their authorized Job Order Contracting dollar thresholds for Cooperative Program Members.
 - B. For each Job Order issued between \$1.00 to \$1000.00 the Contract may charge a one-time trip charge of not to exceed \$100.00.
- 3.11 The Minimum Contract Value of Job Orders to be issued under each term of the Contract shall be \$0.00.
- 3.12 Owner will have the right to elect to perform work of the types included in the Contract Documents itself or to have other contractors perform such work. Such action by Owner will not be a breach of, or otherwise violate, the Contract Documents.

SECTION 4 COMMON GOAL, TEAM CONCEPT

- 4.1 The common goal for the JOC Program is the completion of quality construction projects meeting Owner's needs, budget, and time schedule, at a reasonable and appropriate cost to Owner, and with a reasonable and appropriate fee for the Contractor, Subcontractors and any Design Professionals.
- 4.2 Owner, Contractor, Subcontractors and any Design Professionals commit, at all times, to cooperate, coordinate, collaborate and communicate fully with each other and with others involved in each Job Order and in the Job Order Contracting Program.
- 4.3 Owner, Contractor, Subcontractors and any Design Professionals will try to anticipate potential problems before they arise. They will communicate promptly with each other, and they will act quickly and cooperatively and in coordination to find ways to avoid potential problems. For problems that actually arise, they will attempt to solve actual problems early by identifying them as early as possible and acting on them quickly. Regardless of its nature, each potential or actual problem is a "team" or "project" problem that Owner, Contractor, Subcontractors and any Design Professionals will try to solve together cooperatively and collaboratively.
- 4.4 **The JOC Program is not to be used as a comparison pricing mechanism for departments to find out how much a project will cost when compared to other procurement methods.** In advance of using the JOC Program, user should have already researched options for procurements and concluded that JOC is the best method for the project.

SECTION 5 ADMINISTRATION OF JOC PROGRAM

5.1 Planning, Progress and Scheduling; Communications; Meetings; and Reports (if required per Job Order Form).

- A. Planning, scheduling and progress monitoring are essential functions of Contractor.
- B. Contractor shall employ and supply a sufficient force of workers, material and equipment, and shall complete each Detailed Scope of Work with such diligence as to maintain a steady rate of progress, to prevent Work stoppage and to ensure completion of each Job Order within the Job Order Completion Time.
- C. All project notices, requests, instructions, modifications, approvals, and claims must be in writing, unless expressly specified otherwise in the Contract Documents.
- D. Copies of all communications from Contractor to Design Professional, or Owner Representative shall be delivered to Owner.
- E. Computer Requirements. The Contractor shall maintain at its office for its use a computer with, at a minimum, a 1 GHz processor and an internet connection. The Contractor shall maintain individual email accounts for each of its project managers.

5.2 JOC Program Meetings (if required per Job Order Form).

- A. There will be regular oversight meetings attended by the Site Manager and the Owner Representative concerning the JOC Program, as determined by the Contract Procurement Officer of Record. Each meeting will be held at a time and day designated by Owner Representative.
- B. There will be separate ad hoc meetings attended by the Site Manager when requested by the Owner Representative or the Site Manager.

5.3 Individual Project Meetings (if required per Job Order Form).

- A. If Owner determines that a meeting on a particular Job Order is necessary and appropriate, then at a time designated by Owner, a progress meeting will be held at the Site. Contractor, together with representatives of its major Subcontractors, shall attend, as will the Owner and its representatives. Contractor shall be responsible for notifying Subcontractors of their required attendance. The purpose of this meeting will be to discuss the progress of the Detailed Scope of Work and to resolve any problems that may have developed or that are anticipated. Unless followed up in writing, verbal authorizations or acknowledgments by anyone present shall not be binding.

5.4 Meeting Minutes (if required per Job Order Form).

- A. Owner Representative, or Contractor if designated by Owner Representative, will take and issue minutes for all meetings.

5.5 Reports (if required per Job Order Form).

- A. One day before any scheduled Owner Representative and Site Manager meeting, Contractor will deliver to Owner Representative an update report ("Update Report") for the JOC Program showing the following:
 - 1. A list of all prospective, but not yet issued, Job Orders, the status of each actual or anticipated issue related to each prospective Job Order and recommended action to resolve each issue.

2. A list of all issued and in process Job Orders, the status of each, actual or anticipated, issues relating to each Job Order, and recommended action to resolve each issue.
3. Any other actual or anticipated issue relating to the JOC Program and recommended action to resolve each issue.

5.6 Administrative.

- A. Contractor agrees that it will have, or will establish, and will maintain during the JOC Program an administrative office at which Contractor will administer the JOC Program.

5.7 Hazardous Materials or Substances. (Also, see *Special Terms and Conditions, Paragraph 3.20, Asbestos Containing Material and Hazardous Materials and Substances.*)

A. Definitions

1. **“Hazardous Substance”** means a substance, material or hazardous waste which, by reason of being explosive, flammable, poisonous, corrosive, oxidizing, irritating or otherwise harmful, is likely to cause death or injury.
2. **“Hazardous Waste”** means “hazardous waste”, as defined in the Resource Conservation and Recovery Act of 1976 and the Solid Waste Disposal Act (42 U.S.C. 6901 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time (including, without limitation, any such waste resulting from removal of, demolition of, modifications of or additions to part or all of any existing structure, facility or equipment).
3. **“Contractor Hazardous Waste”** means any Hazardous Waste arising during or from Work that is generated by the acts or omissions of Contractor or a Subcontractor.
4. **“Release”** means any discharging, disposing, dumping, emitting, emptying, escaping, injecting, leaching, leaking, pouring, pumping, releasing, spilling, or similar action or event.
5. **“Contractor Release”** means any Release of a Hazardous Substance on Owner’s property during the Work arising from acts or omissions of Contractor or any Subcontractor. This includes a Release of a Hazardous Substance pre- existing on Owner’s property under the following circumstances:
 - a. If Owner has made Contractor aware of the existence of the Hazardous Substance pre-existing on Owner’s property and if Owner has provided an area free from the Hazardous Substance sufficient for Contractor to perform the Work; or
 - b. If Owner has not made Contractor aware of the pre-existing Hazardous Substance on Owner’s property, but Contractor or any Subcontractor failed to act reasonably when it encountered the Hazardous Substance.
6. **“Owner Hazardous Waste”** means Hazardous Waste (i) in any existing structure, facility or equipment on Owner’s property or otherwise present on Owner’s property at commencement of the Work, and (ii) that is not Contractor Hazardous Waste.
7. **“Project Hazardous Waste”** means any Hazardous Waste arising on Owner’s property as the result of Work identified in the Detailed Scope of Work.

8. **“OSHA”** means the Federal Occupational Safety and Health Act (29 U.S.C. Section 651 et seq.) and any successor statutes and any regulations, rules or guidelines promulgated pursuant thereto as in effect from time to time.

- B. **Compliance with Environmental Law and OSHA.** Contractor shall, and shall cause each Subcontractor, to comply with all Environmental Law and provisions of OSHA applicable to: (1) Contractor; (2) Subcontractors; (3) the Detailed Scope of Work under each Job Order and; (4) all of their activities in respect to any Work.

- C. **General Provisions on Contractor Hazardous Waste.**
 1. Contractor is liable for the cleanup of, and any injury resulting from, Hazardous Waste generated by Contractor.
 2. Contractor is liable for the cleanup of, and any injury resulting from, any unreasonable acts by Contractor or Subcontractor involving Hazardous Waste.
 3. Owner is not liable for any injury to Contractor or Subcontractors caused by hazardous waste existing on Owner’s property at the commencement of the Detailed Scope of Work if Owner has provided notice to Contractor of pre- existing hazardous waste.

- D. **General Provisions on Hazardous Substances.**
 1. Hazardous Substances, excluding Hazardous Waste, may be transported to and from, and stored, and used on Owner’s property in such quantities as are generally recognized to be usual and customary for performance of the Detailed Scope of Work.
 2. Hazardous Waste may be generated on Owner’s property of such kinds and in such quantities as are generally recognized to be usual and customary in connection with performance of the Detailed Scope of Work. Hazardous Waste so generated may not be stored on Owner’s property without prior approval of Owner.
 3. Prior to final completion of the Detailed Scope of Work, Contractor shall remove from Owner’s property, and dispose of in accordance with Environmental Law and OSHA, any Hazardous Substances brought onto Owner’s property during the Detailed Scope of Work or used in connection with the Detailed Scope of Work.
 4. Other than as provided in the three preceding paragraphs immediately above, Contractor shall not, and Contractor shall cause all Subcontractors to not, dispose of, generate, manufacture, process, produce, Release, treat or otherwise store, use or have in or on, or transport to or from Owner’s property any Hazardous Substance, regardless of whether the Hazardous Substance is preexisting on Owner’s property of otherwise.

- E. **Releases of Hazardous Substances**
 1. Upon any Release of any Hazardous Substance in connection with the Detailed Scope of Work, whether relating to a pre-existing condition on Owner’s property (for example, arising from any demolition of, removal of, modification of, or addition to any structure, facility or equipment) or relating to acts or omissions of Contractor or a Subcontractor, Contractor shall take any immediate action reasonably necessary to contain the Release.

2. If the Release is not a Contractor Release, Owner will pay Contractor the reasonable costs incurred by Contractor in taking such reasonably necessary immediate action necessary to contain the Release.
3. Owner may elect to have Contractor control and carry out any containment, clean-up, removal and remediation activity as to a Release. If the Release is not a Contractor Release, Owner will pay Contractor reasonable costs and expenses of performing such activity. If the Release is a Contractor Release, Contractor shall pay all such costs and expenses. Contractor will not be obligated to begin performing the activities, and shall not begin the activities, until Contractor and Owner have agreed in writing on the tasks to be performed by Contractor and the amount to be paid to Contractor, if any, for performing the activities.
4. Alternatively, Owner shall have the right to elect to control and carry out any containment, clean-up, removal and remediation activities.
5. Regardless of who carries out the activities in the preceding two paragraphs, Contractor shall absorb, without reimbursement from Owner, all costs and expense incurred by Contractor in connection with any Contractor Release. In addition, Contractor shall pay or reimburse Owner for all costs and expenses incurred by Owner relating to any Contractor Release, including without limitation, costs and expenses of third parties engaged by Owner. If the amount is not paid promptly, Owner may offset the amount against any amount payable by Owner to Contractor under the Job Order or otherwise.
6. Remediation, removal, and other cleanup action arising from any Release shall be in full compliance with Environmental Law and OSHA and shall be subject to approval by Owner. In addition, Owner may require remedial, removal or other cleanup action in excess of applicable minimum requirements of Environmental Law and OSHA (A) as reasonably necessary or appropriate in the judgment of Owner to permit human use and habitation of Owner's property and to permit use of Owner's property for its intended use, and (B) as reasonably consistent in the judgment of Owner with such habitation and uses.

F. Hazardous Waste

1. Owner will arrange for handling, storage and disposal of any Owner Hazardous Waste.
2. Contractor shall assure proper handling (including, without limitation, segregation from waste that is not Hazardous Waste) and storage of Contractor and Project Hazardous Waste in full compliance with Environmental Law and OSHA.
3. If Owner discovers that Contractor has not properly handled Contractor and Project Hazardous Waste, Owner may make arrangements for proper disposal of said Contractor or Project Hazardous Waste. Contractor shall pay all of Owner's expenses of storing, handling and disposing of Project and Contractor Hazardous Waste. Owner will deliver a statement to Contractor showing Owner's expenses, and Contractor will promptly pay such amount to Owner. If the amount is not paid promptly, Owner may offset the amount against any amount payable by Owner to Contractor under the Job Order or otherwise.

G. Environmental Notifications to Owner

1. Contractor shall notify Owner immediately upon occurrence of any of the following:

- a. any discovery by Contractor or a Subcontractor of any Hazardous Substance in any existing structure, facility or equipment on Owner's property.
 - b. any Release of any Hazardous Substance on Owner's property in connection with the Detailed Scope of Work;
 - c. the creation or generation of any Hazardous Waste resulting from the Detailed Scope of Work (including, without limitation, Hazardous Waste arising from the removal of, demolition of, modification of, or addition to any existing structure, facility or equipment);
 - d. the need for any remediation or removal of any Hazardous Substance relating to the Detailed Scope of Work whether relating to a pre-existing condition on Owner's property or to acts or omissions of Contractor or a Subcontractor; or
 - e. any claim, demand, inquiry, investigation, litigation or other action or proceeding by any governmental authority or other person relating to any Hazardous Substance, Hazardous Waste, Environmental Law or OSHA relating to Work.
2. Except for immediate action to contain any Release of any Hazardous Substance and except for interim handling and storage of Project Hazardous Waste, Contractor shall not take any action on any of the above matters without the prior written approval of Owner, and Owner shall have the right to elect to control and carry out any such action or matter.

5.8 Material Safety Data Sheet Submittals.

- A. Contractor shall include a copy of the MSDSs with the packing list or other suitable shipping document that accompanies each shipment to the job site.
- B. Prior to shipping hazardous materials (solids, liquids, cryogenic liquids, gases) hereunder, Contractor shall provide the Owner with two (2) copies of the Material Safety Data Sheet (MSDS) [U.S. Department of Labor "OSHA Voluntary form (Non-Mandatory Form)" or equivalent thereof] for each material, inclusive of all required information.
- C. The Contractor shall notify the Owner's Representative of any hazardous or toxic materials or any combination thereof that may produce a hazardous environment or any potentially dangerous process intended for use at the project site. The submittal will include the safety or control measures the Contractor proposes to implement. The Contractor shall not deliver any such material to the project site until so authorized by the Owner's Representative. This clause will be included in any subcontract issued for Work on this contract.
- D. Where two (2) or more hazardous materials are supplied separately or in kit form for the purpose of combining such materials to form an end compound that is the result, in whole or in part, of a chemical reaction, Contractor will provide an MSDS for the end compound as well as for each component part.
- E. The Contractor shall provide an MSDS for any propellant or explosive. In the case of explosive devices, the MSDS may be specific for the explosive device or may be the MSDS for the explosive material contained in the device.
- F. Contractor shall send one (1) copy of the MSDS to the Owner's Representative prior to shipment and include one copy with the shipment.

- G. Proprietary or trade secret information about products containing a hazardous material, as defined above, will be disclosed as required by applicable statutes and government rules, regulations, and orders.
- H. Mandatory resubmission of an MSDS is required with each change in formulation of the material that affects its hazardous characteristics, with each change in information regarding the material's hazardous characteristics, and with each change in information regarding handling procedures for the material.
- I. The Contractor shall include, or cause to be included, the following additional information in an attachment to the MSDS:
 - 1. NFPA (National Fire Protection Association) hazard identification signal numbers and symbols;
 - 2. Proper DOT shipping name, UN number, hazard-class number, packing group number, labeling requirements, and any specialized container requirements; and
 - 3. DOT Exemptions and Department of Defense Certificate of Equivalency (COE) - Any solid or liquid chemical material, gases, and all cryogenic liquids that require specification containers or cylinders must be so supplied, unless Seller obtains and submits applicable DOT Exemptions or Department of Defense COEs to Buyer as provided above.
- J. All primary containers of hazardous materials shall bear labels that comply with all aspects of the labeling requirements in all applicable statutes and government rules, regulations, and orders.
- K. All inside and outside shipping containers shall comply in all respects with all applicable statutes and government rules, regulations, and orders, utilizing specification containers when required.
- L. The MSDS shall be furnished at the time of delivery of the material. Failure to provide the MSDS with the material at time of delivery will result in rejection of the material pursuant to the provisions of this contract addressing acceptance, rejection, and/or inspection of goods.
- M. The Contractor shall submit one (1) copy of the MSDS, unless a previous copy of the MSDS has been submitted and is still valid. The MSDS shall be sent to the following appropriate address depending on where the Job Order originated:

Owner Representative as shown in Section IV of the Job Order

5.9 Indoor Air Quality Control Requirements

- A. General. The Contractor shall follow design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) IAQ Guidelines for Occupied Buildings under Construction, 2nd Edition, ANSI / SMACNA 008 - 2008, and ASHRAE std 62.1-2010.

The Contractor shall follow project specific strategies and requirements to ensure the best possible building environment is maintained during the construction project. The existence of construction dirt, dust, toxins and objectionable odors in the occupant's workspace is unacceptable. To avoid occupant exposure to diminished air quality during construction or renovation projects, Contractors and Subcontractors shall follow the following guidelines:

- 1. Indoor Air Quality (IAQ) Management Plan (applicable to all Job Orders over \$100,000). The Contractor shall implement an indoor air quality management

plan to be approved by the Owner's Representative. The purpose of the plan is to prevent residual problems with indoor air quality in the completed building and to protect workers on the site and building occupants from undue health risks during construction. The plan shall identify specific measures to address:

- a. Control of problem substances, including: construction dust, chemical fumes, off-gassing materials, and moisture. The plan will ensure that these substances are not introduced into the building environment during, or upon completion of construction.
 - b. Pre-project planning, including:
 - 1) Hazardous product identification and substitution,
 - 2) Materials storage,
 - 3) Safe installation,
 - 4) Project sequencing,
 - 5) Monitoring, and
 - 6) Cleanup.
2. Scheduling. Whenever possible, the Contractor shall schedule all activities that can be reasonably anticipated to compromise indoor air quality for times in which the building is not occupied. Scheduling of activities such as the installation of sealants, caulks, paints, etc. will be sequenced such that proper venting of objectionable odors can be accomplished to keep odor emissions as low as reasonably achievable.
3. HVAC Protection – During Construction. Contractor shall protect and enclose ductwork on site to keep all supply, return and exhaust ductwork free of dust, dirt, mold and air-borne contaminants. All open ends of installed supply, return, exhaust ductwork or return air shaft openings are to be sealed by the Contractor with plastic materials to prevent contamination, until startup or testing/operation of system. When the air distribution systems will be operating during construction, Contractor shall include temporary filtration media on all return air openings and check/replace during construction as necessary to ensure that building air quality and system operation are not impacted. The central filtration system shall be monitored and clean filters will be installed by the Contractor during heavy construction.
- a. Return Air Systems. Contractor shall shut down all return air systems and openings during the heaviest periods of construction to prevent dust and odors from entering the system and settling in the ductwork, or being released throughout the building.
 - b. Supply. Contractor shall keep the supply side of the HVAC system clean. When the HVAC system is off, Contractor shall cover all ducts and diffusers, and inspect and clean them as necessary. During start up, it will be common for some dirt to be discharged, however if it is a considerable amount of debris Contractor shall change the filters until the proper indoor air quality is restored.
 - c. Filtration. Contractor shall replace installed filtration media with new materials at the end of construction, prior to occupancy. MERV ratings of filters used during construction will meet LEED IAQ Credit requirements.

Daily monitoring of temporary filters during heavy construction activity shall be performed by Contractor.

If any HVAC equipment will be operated during construction, Contractor shall use temporary air filters with a minimum MERV-8 rating on all return air openings and within the air handling equipment and 100% outdoor makeup air will be utilized in lieu of return air from construction spaces.

d. Duct Work. Contractor shall comply with the following:

- 1) All ductwork sections, fan terminal unit (FTUs) and variable air volume (VAV) boxes and equipment in storage or staged on site, shall be physically protected by wrapping in plastic and covering completely, and stored in a clear area, free from construction activities on wood blocking supports with a minimum of four (4) inches off the floor surface until installed. Absorptive insulating materials shall be weather protected from moisture damage.
- 2) All openings to include piping, ductwork, and conduit system openings shall be closed at the end of each work day for systems under construction, or when HVAC equipment is shutoff at end of day for operational systems. Ductwork and/or insulation, which contain moisture or is wet, shall not be installed. Installed ductwork and/or insulation, which is wet, shall be removed and replaced with new. All newly installed fresh air intake louvers, openings, ductwork, etc. for indoor air handling units, perimeter louvers, exhaust openings, etc. shall be covered with plywood and plastic until ready to be operational. Ductwork, after installation, shall be kept clean.
- 3) All open ends of installed supply, return, exhaust ductwork or return air shaft openings shall be sealed by the Contractor with plastic materials to prevent contamination, until startup or testing/operation of system.
- 4) All condensate drain flows from mechanical equipment shall be constantly monitored for leaks, proper flow and blockage prevention.
- 5) For projects with special minimum or maximum indoor humidity levels as required for proper preparation or installation environment for millwork, casework, wood finishes and furnishings, etc. Contractor's project construction team shall collectively plan means and methods to achieve minimum or maximum humidity levels, and provide these plans to the Owner's Representative.
- 6) Central filtration media in equipment shall be changed on a regular basis by the Contractor in conformance with Sheet Metal & Air Conditioning Contractors' National Association (SMACNA Standards and to meet LEED Requirements.
- 7) At completion of construction and prior to occupancy, temporary filtration media in all equipment shall be removed and replaced with permanent filters with a minimum MERV-13 rating unless specified permanent filtration media is as good or a better rating, in accordance with LEED Requirements.

- 8) Specific IAQ requirements and procedures regarding prevention of airborne infection isolation, air pressure and exchange ranges, filtration and control requirements for specific healthcare and laboratory spaces shall be handled on a job-specific basis and issued by addendum to the project requirements.

4. Source Control – During Construction

- a. A concurrent approach for maintaining construction indoor air quality is source/pollution control. Whenever possible, electric powered equipment shall be utilized in lieu of fuel powered equipment to limit combustion discharge into the project site.
 - b. The Contractor shall implement measures for exhausting all contaminants out of the building and away from air intakes. Construction processes which may create a hazardous environment, or create objectionable odors such as installation of epoxy flooring, etc. shall be properly identified during construction and signage will be posted to advise workers of potential hazards or personal protective equipment requirements. Whenever practicable, the Contractor shall utilize methods such as local recirculation of air by filtering out all odors and dust; all filters shall be properly selected for the materials they will be controlling. Determination of odor control and ventilation means shall be made by and at the expense of the installing Subcontractor.
 - c. Construction areas that create a large amount of contaminants as defined by the (SMACNA) IAQ Guideline for Occupied Buildings under Construction and OSHA Guidelines, whether air borne dust, or drywall dust shall be properly ventilated away from other construction activities to reduce the transfer of the contaminants from one work area to another work area.
 - d. Temporary exhaust fans directed to the building exterior shall be provided by at the expense of the installing Subcontractor.
 - e. All finish materials (i.e. carpet, ceramic tile, paints, stains, etc.) shall be covered or contained prior to installation and after installation as much as possible, along with all waste material by the installing Subcontractor.
 - f. Construction activities shall be inspected for visible moisture when installing drywall by the installing Subcontractor. Upon identification of moisture in drywall by the installing Subcontractor and with the assistance of the Owner's Representative, the source of the moisture is to be verified and eliminated and specific measures to remediate will be followed.
 - g. No materials shall be covered up which are wet or can absorb moisture. Wall vapor barriers shall be checked constantly by the installing Subcontractor for proper installation.
5. Reduce Construction Dust. Construction generated dusts shall be contained to the greatest possible extent through the use of vacuum assisted drywall sanding equipment, and use of vacuums instead of brooms to clean construction dust from floors.
6. Ventilation. The Contractor shall use volatile organic compound (VOC) free or low VOC products whenever possible. All products that cannot be used as above due to architect requirements must have the product reviewed and approved by

the Owner's Representative. In addition, activities that release VOCs into a facility may require, at the discretion of the Owner's Representative, temporary ventilation systems until the building returns to its pre-construction condition. These include but are not limited to: painting (even with no- or low-VOC paints), spreading of floor adhesives, and use of large amounts of caulk, sealants, and cleaning agents. Additionally, the installation of large amounts of building materials, such as carpet or vinyl-based flooring products and composite wood cabinets and shelves, may require extra ventilation.

7. VOC-Emitting Products (Carpet, Paints, Furnishings) – Supplemental Ventilation. An exhaust fan shall be used to pull the air out of the building, not to push outdoor air into the building. The fan shall be placed in a window or exterior door as close to the Work area as possible, and any openings in the window or door around the fan shall be temporarily sealed with plastic or cardboard. A window or exterior door at the opposite end of the room or building is to be opened, so that outdoor air will flow across the work area and sweep polluted air out through the exhaust fan. Exhaust Fans shall provide at minimum 5 air changes per hour (5 ACH). Ventilation shall continue for a minimum of 24 hours after completion, or until there are no longer any noticeable odors.
8. Wet Sanding Methods for Gypsum Board Assemblies. Exception: Dry sanding is acceptable if the following measures are taken:
 - a. Full isolation of space under finishing.
 - b. Plastic protection sheeting is installed to provide air sealing during the sanding.
 - c. Closure of all air system devices and ductwork.
 - d. Sequencing of construction precludes the possibility of contamination of other spaces with gypsum dust.
 - e. Worker protection is provided. Use safety meetings, signage, and Subcontractor agreements to communicate the goals of the construction indoor air quality plan.
9. Clean Spills Immediately. If solvents, cleaners, gasoline, or other odorous or potentially toxic liquids are spilled onto the floor, Contractor shall clean up immediately. If a spill occurs on an easily replaced building material, Contractor shall replace with new material.
10. Pathway Interruption – During Construction. All project equipment and material staging areas shall be located away from critical air flow pathways. Mechanical rooms and air handling equipment areas shall not be used as storage space for construction materials and waste.
11. Housekeeping – During Construction. Contractor shall clean up construction waste, debris and rubbish during all phases of construction. All lunch papers, cups and other litter shall be placed into trash receptacles. Food and drinks, other than drinking water, shall not be allowed in the building interior. Cigarette smoking, cigar smoking or chewing tobacco shall not be allowed in the building interior.

Before sealing up a vertical shaft or chase, the bottom area and all surfaces shall be cleaned of trash, dust, dirt and debris by shaft construction and installing Subcontractor. Loose insulation media material installation shall be controlled and monitored by the installing Subcontractor and shall prevent fiber discharge or particle release. Contractor shall provide pedi-mats or clean gravel

to limit foot traffic dirt from migrating into the building for each construction entry location.

12. Use of Combustion Equipment Indoors Prohibited. Engines and heaters that run on gasoline, diesel, kerosene, or other fossil fuels shall not be operated indoors unless approved by Owner's Representative, and only when large quantities of exhaust ventilation are provided to remove combustion pollutants such as carbon monoxide and moisture.
13. Liquid Storage Outdoors. To reduce the possibility of spills during storage, transfer, or mixing, all odorous or toxic liquids are to be stored in a previously approved location outside the building and protected against heat or freezing.
14. Indoor Air Quality – Post Construction, Prior to Occupancy.
 - a. Upon completion of the project and prior to occupancy, the Owner may contract with an independent agency to perform a complete hygienic test of indoor air quality by an industrial hygienist certified in comprehensive practice by the American Board of Industrial Hygiene.
 - b. IH testing may be used to verify accordance with the US Green Building Council Criteria and referenced EPA Standards and may include testing for formaldehyde, particulates (PM10) total volatile organic compounds, and 4-phenylcyclohexane. One sample may be taken for each 25,000 square foot area, as a maximum.
 - c. The US Green Building Council Criteria also includes guidelines for carbon dioxide which may either be measured when the building is fully occupied, or may be calculated based on ventilation measurements. Testing of carbon dioxide levels may be included in hygienic testing.
 - d. Multiple sets of samples of each suspect compound may be taken in the newly completed areas and sent to certified laboratory facilities. For each material sample sent, a blank may be included as a quality control check. To insure appropriate detection limits, samples may be taken for approximately seven (7) hours.
 - e. If sampling is done in accordance with the above paragraphs, laboratory facilities accredited by the American Industrial Hygiene Association shall be used to complete analyses. Independently documented results, which compare the sample results to the US Green Building Council Guidelines, shall be provided. The Action Plan for corrective measures when any unfavorable readings are encountered in any testing zone for any level above the pre-determined thresholds, shall be to verify the source of the unfavorable readings with the industrial hygienist; remediate or eliminate the source; perform ventilation flush-out; perform additional testing at the expense of the contractor responsible for the installation or introduction of the source of the unfavorable readings.

5.10 Contractor's Management of the Detailed Scope of Work

- A. Contractor shall competently and thoroughly direct and superintend the Detailed Scope of Work and shall be solely responsible for all construction safety, means, methods, techniques, sequences and procedures.
- B. Contractor shall coordinate and schedule the Detailed Scope of Work, the performance of all its employees, agents, independent contractors, Subcontractors and Suppliers, and the timely procurement of all necessary labor, materials, equipment, supplies, and all else needed to complete the Detailed Scope of Work.

- C. Contractor shall at all times enforce strict discipline and good order among the workers on each Job Order and shall not employ or continue to employ on any Job Order any unfit person or any person not skilled in the Work assigned to him. Contractor shall be responsible to Owner for all acts and omissions of its employees, agents, independent contractors, Subcontractors, Suppliers, anyone whom Contractor may allow to perform, inspect or supervise any Work, and their employees, agents and independent contractors together with anyone whom Contractor may allow to come on the Site. In addition, if Contractor receives written notice from Owner to dismiss any unskilled or unfit Subcontractors, Suppliers, employees, agents or independent contractors or one who is a hindrance to proper or timely execution of the Work, Contractor shall dismiss the same and agrees to replace those dismissed without delay to the Work and at no additional cost to Owner. At Arizona Department of Corrections locations, background checks and clearances are required for all Contractor and Subcontractor employees.

5.11 Contractor's Site Manager

- A. Contractor shall employ as Site Manager a proposed Site Manager in Contractor's Statement of Qualifications submitted in response to Owner's Request for Qualifications and necessary assistants.
- B. Among other activities, the Site Manager shall (i) perform the Job Order Development Services for prospective Job Orders when requested by Owner, (ii) oversee the Detailed Scope of Work under each Job Order, (iii) oversee all of the Contractor's activities with respect to the Job Orders and (iv) visit the Sites as necessary and appropriate to assure the completion of the Detailed Scope of Work within the Job Order Completion Time and in accordance with the Contract Documents.
- C. Site Manager shall have such assistants with such individual competencies (including, without limitation, scheduling, etc.) as may be necessary to administer and manage all Job Order Development Services, all aspects of the Detailed Scope of Work, and all of the Contractor's activities with respect to the Job Orders.
- D. A communication to the Site Manager or his designated assistants by the Owner, the Design Professional, or the Owner Representative is binding upon Contractor.
- E. The Site Manager shall be responsible to review work details with their subcontractors and suppliers in advance of the subcontractor or supplier being on site to include but not be limited to work locations and site rules. In no circumstances should the subcontractor or supplier ask to review these same work details with the Owner. If a subcontractor or supplier has a question, they are to first communicate with the Site Manager.
- F. Site Manager shall be responsible for the prevention of accidents at each Site. The Commercial Construction Safety Code of the Arizona Industrial Commission shall apply to all Work and a copy of the Code shall be available at the Contractor's office.
- G. If on the Contract Date or any time thereafter, Contractor desires to use a person as Site Manager other than the Site Manager proposed in the Contractor's Formal Sealed Qualifications, the substitute Site Manager must be as qualified, in the reasonable judgment of Owner, as the person being replaced and must be approved by Owner, such approval shall not to be unreasonably withheld or delayed. In determining whether to approve a substitute Site Manager, Owner may elect to use part or all of the criteria and process used to evaluate the proposed Site Manager under the Request for Qualifications (including, without limitation, questionnaires and a candidate interview).
- H. Upon reasonable request of Owner, Contractor will replace any Site Manager.

5.12 Owner Representative and Design Professional

- A. Owner Representative will be as stated on the Job Order. In addition to the normal responsibilities of a project manager, the Owner Representative will have the administrative responsibilities of the outside design professional in a normal design-bid-build or construction-manager-at-risk project, even when Owner engages a Design Professional for Design Services for a Job Order. The role of the Design Professional will be as set forth in the Contract Documents.
- B. Owner Representative will oversee the Detailed Scope of Work on behalf of Owner. Owner Representative may be an employee of Owner or an independent person engaged by Owner.
- C. If the nature of the Detailed Scope of Work requires sealed construction drawings, the drawings will be sealed by the Design Professional. Installation drawings by the Contractor are the responsibility of the Contractor.
- D. If Owner provides a Design Professional for a Job Order, Design Professional shall have the right, responsibility and authority to carry out the specific obligations and activities of Design Professional in the Contract Documents and in the contract between the Design Professional and the Owner, which incorporates this Operating Manual, including any amendments thereto (collectively known as "Design Professional Contract Documents"). A copy of the Design Professional Contract Documents and any amendments will be furnished to Contractor, upon request of Contractor.
- E. Any Design Professional shall have such access to the Site as Design Professional determines to be appropriate in order to perform the Design Services and the other services of Design Professional. Owner Representative shall have access to the Site as the Owner Representative determines to be appropriate in order to perform oversight services for Owner. Owner Representative will visit the Site as determined by Owner Representative or Owner to be appropriate in order to advise Owner as to the quality and progress of construction. Contractor, Subcontractors and Owner shall cooperate with Design Professional and Owner Representative in all respects with regard to performing their functions.
- F. Owner Representative will be the initial interpreter of the requirements of the Contract Documents as they relate to a Job Order, provided that when the interpretation involves documents prepared by a Design Professional, Owner Representative will consult with Design Professional and obtain Design Professional's view before rendering the interpretation and may elect to have Design Professional render or join in the interpretation. Design Professional shall consult with the Owner Representative whenever requested by Owner Representative.
- G. Design Professional and Owner Representative shall render written interpretations of the documents prepared by Design Professional with reasonable promptness following a written request from Owner or Contractor. These interpretations shall be consistent with the intent of the Contract Documents. Before issuing the interpretation, Owner Representative and Design Professional must discuss the matter with Site Manager.
- H. Following consultation as necessary with Owner, Owner Representative will take appropriate action on Supplemental Job Orders and may authorize Minor Changes in the Detailed Scope of Work, provided that when the Supplemental Job Order or Minor Change involves documents prepared by a Design Professional, Owner Representative shall consult with Design Professional and obtain Design Professional's view before taking action on the Supplemental Job Order or Minor Change. Design Professional shall consult with the Owner Representative.
- I. Owner Representative and Owner, acting jointly or independently, will have authority to reject all or any portion of the Detailed Scope of Work that does not conform to the Contract Documents and Job Order and to require special inspection or testing, but Owner

Representative will take such action only after consultation with Site Manager, Owner and, if determined by Owner Representative to be appropriate, Design Professional.

If Owner observes or otherwise becomes aware of any fault or defect in the Detailed Scope of Work or non-conformity with the Contract Documents or Job Order, Owner will give prompt written notice thereof to Contractor. Failure of Owner or Owner Representative to notify Contractor shall not reduce, change, lessen or alleviate in any way, Contractor's duties and obligations under the Contract Documents or Job Order.

- J. Owner shall, throughout the performance of Detailed Scope of Work, 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 the Detailed Scope of Work and Contractor's other obligations under the Contract Documents and Job Order.
- K. Owner Representative shall be responsible for processing Owner-supplied information and approvals or rejections in a timely manner to permit Contractor to fulfill its obligations under the Contract Documents and Job Order.
- L. Owner and Owner Representative shall review documents submitted by Contractor and shall render decisions pertaining thereto without unreasonable delay.
- M. Owner will direct other parties engaged by Owner to perform work at any Site to cooperate and coordinate their activities with Contractor so as not to interfere unreasonably with Contractor's ability to complete the Detailed Scope of Work in a timely manner and consistent with the Contract Documents.
- N. Final interpretations involving the Contract Statement of Work and terms and conditions shall be made by the Contract Procurement Officer of Record, whose interpretations shall be final.

5.13 Other Contractors and Cooperation

- A. Owner reserves the right to award other contracts related to any project, or to perform certain work itself. Owner also reserves the right to award other contracts unrelated to a Job Order but involving work in the vicinity of a Job Order Project or to perform unrelated work itself. Such other work may or may not be known to the Owner or disclosed to the Contractor prior to issuance of the Job Order.
- B. Contractor shall afford Owner and 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 Detailed Scope of Work with theirs in such manner as the Owner Representative may direct. Contractor shall also assure at its own cost reasonable access of other contractors to the site and their Work.
- C. Upon request of Contractor, Owner will provide Contractor with a copy of all plans, specifications, schedules and other data relating to other contracts or Work. Contractor shall thoroughly examine these documents and shall within three (3) days of date on the Job Order Proposal Request Document complete such examination and notify the Owner Representative in writing of any conflicts with the Detailed Scope of Work to be performed by Contractor. In no event shall such notice be given so late as to interfere with or delay the Detailed Scope of Work to be performed by Contractor. Failure of Contractor to request, review, or provide written notice as provided above shall constitute a waiver of any objections or claims Contractor may have as a result of the necessity to coordinate Contractor's Detailed Scope of Work with other activities.
- D. Should Contractor sustain any damage through any act or omission of any other contractor, Contractor shall have no claim or cause of action against Owner for such damage and hereby waives any such claim. 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 "acts or omissions" as used in this section shall include, but not be limited to, any reasonable delay by any such other contractors, whether due to negligence, gross negligence, inadvertence or any other cause.

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

- 5.14 In the event that Local Government policy requires a building permit for each Job Order Development Services and Job Order issuance process, Owner Representative shall indicate the anticipated required permits on the Job Order and the Contractor shall prepare a building permit in the Local Government prescribed form in effect from time to time and submit to Local Government for approval. This must be done prior to the Job Order being issued and prior to commencing the Detailed Scope of Work.

SECTION 6 JOB ORDER DEVELOPMENT SERVICES AND ISSUANCE OF JOB ORDERS

- 6.1 Contractor shall provide Job Order Development Services whenever requested by Owner during all hours of the day seven (7) days a week.
- 6.2 Contractor shall perform Job Order Development Services in connection with each Job Order at its own cost and expense. The Owner will not be obligated to pay Contractor for Job Order Development Services.
- A. Owner will arrange for any Design Services required to prepare a final Detailed Scope of Work. If there will be no Design Services, Owner will develop the Detailed Scope of Work and any line drawings required. Once finalized, the Owner shall issue a Job Order Proposal Request and the Detailed Scope of Work to the Contractor.
- B. By submitting the Job Order Proposal, the Contractor agrees to perform the Detailed Scope of Work for the fixed Job Order set forth in the Price Proposal according to the proposed Construction Schedule that is within the Job Order Completion Time.
- C. The Owner will review the Contractor's Job Order Proposal.

Contractor and Owner will work together to develop the final Job Order in accordance with the Procedures to Develop all Job Orders, with Owner having the right to make a final determination on any matters as to which Contractor and Owner do not agree.

All terms and provisions of the Contract Documents shall apply to, and are incorporated into, each Job Order issued, whether or not referenced therein.

- 6.3 Owner may issue Job Orders at any time during any term of this Contract. Except for Supplemental Job Orders required to complete a Project, no Job Orders shall be issued after the Contract has expired.
- 6.4 A Job Order is considered "issued" when:
- A. the Job Order and corresponding Purchase Order are sent through the State's Procurement system, ProcureAZ (<https://procure.az.gov>);
- B. the Job Order and corresponding Purchase Order are emailed to Contractor's email address listed in Contractor's ProcureAZ profile and Owner does not receive a non- receipt message;
- C. the Job Order and corresponding Purchase Order are sent by facsimile copy to the fax number listed in the Contractor's ProcureAZ profile and Owner's fax machine prints and acknowledgement of receipt; or
- D. the Job Order and corresponding Purchase Order are sent separately to the Contractor and the Contractor receives the Job Order and Purchase Order sent separately by any of the methods listed above.
- 6.5 Contractor's approval of or consent to the Job Order is not required. If the Contractor desires to decline performance of a Job Order on the basis that Contractor believes that the Job Order is not in compliance with the Contract Documents, Contractor must deliver a written notice to Owner Representative within seven (7) days after issuance of the Job Order stating the reasons for Contractor's belief. If Contractor does not file such a written request with Owner Representative within that time frame, Contractor will be deemed to have waived any and all rights to not perform the Job Order.

SECTION 7 JOB ORDER PRICE

- 7.1 The Job Order Price shall be calculated in accordance with Section 8 Procedures to Develop all Job Orders. The Job Order Price shall be a fixed price for which the Contractor shall complete the Detailed Scope of Work within the Job Order Completion Time.

- 7.2 The Job Order Price may only be modified by a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with the Procedures to Develop all Job Orders.

SECTION 8 PROCEDURES TO DEVELOP ALL JOB ORDERS

8.1 Job Order Contract Overview

- A. The Owner will provide construction administration and inspection for the Job Order projects.
- B. Final commissioning of systems will be performed by the Owner Representative and the local authority having jurisdiction.

8.2 Ordering Process

- A. As the need exists, the Owner will notify the Contractor of a Project, schedule a Joint Scope Meeting and issue a Notice of Joint Scope Meeting.
- B. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
 - 1. the general scope of the Work;
 - 2. alternatives for performing the Work and value engineering; access to the site and protocol for admission;
 - 3. hours of operation; staging area;
 - 4. requirements for catalog cuts, technical data, samples and shop drawings; requirements for professional services, sketches, drawings, and specifications; construction duration;
 - 5. the presence of hazardous materials;
 - 6. whether or not any of the areas of work are considered to be secure locations;
 - 7. date on which Job Order Proposal is due.;
- C. Upon completion of the joint scoping process, the Owner will prepare a draft Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the Work to be accomplished. The Contractor shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Job Order Proposal Request that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner and/or Owner's Representative will evaluate the same. The Contractor does not have the right to refuse to perform any task or any Work in connection with a particular Project. In other words, if the Contractor refuses a required task, the Contractor refuses the entire Job Order.
- D. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
- E. The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

8.3 Preparation of the Price Proposal.

- A. The Contractor will prepare Price Proposals in accordance with the following:
- B. Prepriced Tasks:
 - 1. A Prepriced Task is a task described in, and for which a Unit Price is set forth in

the Construction Task Catalog®. The Contractor will select the appropriate Prepriced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.

2. Contractor shall be entitled to apply appropriate Adjustment Factor for the current contract term; however, if the Contractor's Adjustment Factors in previous contract terms were lower, Contractor may choose to apply those Adjustment Factors at the Contractor's sole discretion.

C. Non Prepriced Tasks:

1. A Non Prepriced Task is a task that is not set forth in the Construction Task Catalog®. Non Prepriced tasks shall be separately identified and submitted in the Price Proposal. Information submitted in support of Non Prepriced Tasks shall include, but not be limited to, the following:
 2. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 3. If the Contractor will perform the Work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the Construction Task Catalog®.
 4. If the Work is to be subcontracted, the Contractor must submit three independent bids from Subcontractors. The Contractor shall not submit a quote or bid from any Supplier or Subcontractor that the Contractor is not prepared to use. The Owner may require additional quotes and bids if the Suppliers or Subcontractors are not acceptable or if the prices are not reasonable. If three quotes or bids cannot be obtained, the Contractor will provide the reason in writing for the Owner's approval. If approved, less than three quotes or bids will be allowed.
5. The final price submitted for Non Prepriced Tasks shall be according to one of the following two formulas. Which formula to use depends on whether or not the Projects is the State of Arizona project or an eziQC® Project:

Formula 1: Non Prepriced Formula for State of Arizona Projects:

For Non Prepriced Tasks Performed with Contractor's Own Forces:

A = The burdened rate for each trade classification including fringes (if applicable) not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

D = Overhead and Profit = (A+B+C) x Not To Exceed 10%

Total for a Non Prepriced Tasks performed with Contractor's Own Forces = A+B+C+D

For Non Prepriced Tasks Performed by Subcontractors:

If the Non Prepriced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

E = Lowest of three Subcontractor Quotes

F = Overhead and Profit = F x Not To Exceed 10%

Total Cost for Non Prepriced Tasks performed by Subcontractors = E + F

Formula 2: Non Prepriced Formula for ezIQC® Projects:

For Non Prepriced Tasks Performed with Contractor's Own Forces:

A = The burdened rate for each trade classification including fringes (if applicable) not in the Construction Task Catalog® multiplied by the quantity;

B = The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

D = Overhead and Profit = (A+B+C) x Not To Exceed 15.79%

Total for a Non Prepriced Tasks performed with Contractor's Own Forces = A+B+C+D

For Non Pre-priced Tasks Performed by Subcontractors:

If the Non Prepriced Task is to be subcontracted, the Contractor must submit three independent quotes for the work.

E = Lowest of three Subcontractor Quotes

F = Overhead and Profit = F x Not To Exceed 15.79%

Total Cost for Non Prepriced Tasks performed by Subcontractors = E + F

6. For Non Prepriced Tasks, the Contractor shall use an Adjustment Factor of 1.0000.
 7. After a Non Pre-priced Task has been approved by the State of Arizona, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
 8. After a Non Pre-priced Task has been approved by the Owner, the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
 9. The Owner's determination as to whether an item is a Prepriced Task or a Non Prepriced Task shall be final, binding and conclusive as to the Contractor.
- D. Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefore. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task. For State of Arizona Projects, the Reimbursable Task is to be paid without mark-up with an Adjustment Factor of 1.0000. For ezIQC® Projects, the Reimbursable Task is to be paid with an Adjustment Factor of 1.0526. The cost of expediting services or equipment use fees are not reimbursable.
- E. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
- F. The Contractor's Job Order Proposal shall include, at a minimum:
1. Price Proposal;
 2. Required drawings or sketches;
 3. Catalog cuts, technical data or samples;
 4. List of anticipated Subcontractors and Suppliers and anticipated price;
 5. Construction Schedule;

6. Sample warranties or guarantees for materials, equipment or systems proposed;
7. Other requested documentation.

- G. The Job Order Price shall be the value of the approved Price Proposal.
- H. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Prepriced Tasks (Unit Price x Quantity x Adjustment Factor) plus the value of all Non Prepriced Tasks.

8.4 The Contractor's Proposal shall be submitted by the date indicated on the Job Order Proposal Request. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Proposal will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

8.5 In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly and the due date will be so indicated on the Job Order Proposal Request or, as described below, the Contractor may be directed to begin Work immediately with the Job Order Proposal to follow. **In these cases, the Job Order Proposal will be required within three (3) working days after completion of the emergency situations.**

8.6 **Review of the Proposal and Issuance of Job Order.**

- A. The Owner will evaluate the entire Proposal. The Owner will compare the Price Proposal with the Owner's cost estimate of the Detailed Scope of Work and determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
- B. The Contractor may choose the means and methods of construction; subject however, to the Owner's right to reject any means and methods proposed by the Contractor that:
 1. Will constitute or create a hazard to the work, or to persons or property;
 2. Will not produce finished Work in accordance with the terms of the Contract; or
 3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- C. The Owner reserves the right to reject a Proposal or cancel a project for any reason. The Owner also reserves the right not to issue a Job Order if it is determined to be in the best interests of the Owner. The Owner may perform such work by other means. The Contractor shall not recover any costs arising out of or related to Job Order Development Services.
- D. By submitting a Job Order Proposal to the Owner, the Contractor offers to accomplish the Detailed Scope of Work in accordance with the Job Order Proposal Request within the proposed Construction Schedule for the lump sum Job Order Price. It is the Contractor's responsibility to include the necessary tasks and quantities in the Price Proposal prior to delivering it to the Owner.
- E. Each Job Order issued shall be on the approved Job Order Form attached as Appendix 1. The Job Order shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All provisions of the Contract Documents shall be applicable to each Job Order. The Job Order, issued by the Owner constitutes the Owner's acceptance of the Contractor's Proposal. A signed copy of the Job Order will be provided to the Contractor.
- F. In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin Work as directed notwithstanding the absence of a fully developed Job Order

Proposal Request, Detailed Scope of Work, or Job Order. The Contractor shall be compensated in accordance with Section 8, Procedures to Develop all Job Orders as if the Work had been ordered under the standard procedures.

8.7 BidSafe®

- A. When the estimated Job Order Price is between \$650,000.00 and \$1,000,000.00, the Owner may issue a Job Order Proposal Request to two or more Contractors for a Job Order. Selection of the Contractor and award of the Job Order will be in compliance with established Owner procedures.
- B. The Owner reserves the right to utilize BidSafe® on a Job Order by Job Order basis.
- C. The Owner will consider several factors when determining the applicability of BidSafe® to a Job Order including, but not limited to, the following:
 - 1. Estimated Job Order Price;
 - 2. Scope Documentation, including but not limited to A/E design;
 - 3. Nature and complexity of the Work;
 - 4. Contractors' abilities to self-perform the Work;
 - 5. Contractors' proven capabilities on similar Work;
 - 6. Schedule; and
 - 7. Other appropriate criteria as deemed in the best interest of the Owner.
- D. The Detailed Scope of Work will be developed by Owner personnel and included with the Job Order Proposal Request.
- E. The Owner may conduct one or more site visits with all contractors designated to receive the Job Order Proposal Request.
- F. All contractors that receive the Job Order Proposal Request will have the opportunity to submit requests for information. Should the Owner choose to respond to any or all of the requests for information, the responses, and any changes to the Job Order Proposal Request, will be provided in an addendum to all contractors designated to receive the Job Order Proposal Request.
- G. The Contractor will utilize the Bid Safe application in the eGordian® software to provide an Not-to-Exceed (NTE) Offer, along with any additional requested documentation, in response to the Job Order Proposal Request.
- H. The Owner will issue an Intent to Award to the Contractor submitting the NTE Offer that provides the best value to the Owner based on, but not limited to, price and any technical factors considered.
- I. The NTE Offer is valid for 90 Days from the date of opening unless stated otherwise in the Job Order.
- J. The Contractor that receives an Intent to Award will submit a Job Order Price Proposal to the Owner. Provided that any necessary Job Order Price Proposal modifications are completed in a timely and thorough manner, the Job Order may be issued to the Contractor.
- K. The Job Order Price shall be equal to the lessor of the NTE Offer and the Job Order Price Proposal amount.
- L. Where the NTE Offer is less than the Job Order Price Proposal, the difference between the NTE Offer and Job Order Price Proposal shall be deemed a discount offered by the Contractor. The discount amount shall be a percent-based discount that will be calculated by the following equation:
- M. $\text{Percent Discount} = (\text{Job Order Price Proposal Amount} - \text{NTE Offer}) \div \text{Job Order Price Proposal Amount}$
- N. The discount shall be applied to subsequent Job Orders (additions or deletions) required to complete the Work, provided the Job Order contains materials, equipment and tasks that

are similar in nature to the original Detailed Scope of Work.

- O. If the Owner exercises its right to award a Job Order utilizing BidSafe®, collaboration between Contractors is specifically prohibited. Contractor collaboration undermines competition, and evidence of such will be considered a material breach of this Contract and grounds for termination for cause.

8.8 General

- A. Before any Work is initiated, Contractor shall confer with Owner and agree on a sequence of procedure; means of access to premises and buildings; approaches; use of corridors, stairways elevators, and similar means of movement; and the location of partitions, eating spaces, and restrooms for Contractor's employees and the like.
- B. Contractor shall commence the Work on the Construction Start Date. Final Completion shall be achieved not later than the Final Completion Date set forth in the Job Order.
- C. Contractor shall be prepared to perform Work during all hours of the day seven (7) days a week. Contractor shall perform Work during such hours and days as are necessary to complete the Detailed Scope of Work within the Job Order Completion Time.

8.9 Existing Furniture and Portable Office Equipment

- A. Furniture and portable office equipment in the immediate area of the Work shall be moved by Contractor, unless other arrangements have been made, and replaced to original position upon completion of the Detailed Scope of Work. If the location or nature of the Work will not allow furniture and portable office equipment to be replaced to its original position, new locations will be designated by Owner for placement by Contractor.

8.10 Materials, Equipment and Personnel

- A. Contractor shall furnish all materials, equipment and personnel necessary to manage and accomplish the Detailed Scope of Work.
- B. Delivery of materials and equipment shall be made with a minimum of interference to Owner operations and personnel.
- C. At no time during the Work shall Contractor place, or suffer to be placed, any material or equipment, etc., at any location that would impede or impair access to or from existing facilities.
- D. In order for Contractor to be paid for stored materials, the materials must be stored on site. An invoice for the stored materials must accompany the pay application. Contractor must store material and equipment in areas indicated by the Owner. Contractor must store materials and equipment at Contractor's own risk. The Owner is not responsible for lost, stolen or damaged goods.
- E. All materials and equipment shall be shipped and stored and handled in a manner that will afford protection and ensure that it remains in factory-new condition at the time it is incorporated in the Work. After installation, materials and equipment shall be properly protected by Contractor against damage or deterioration until Final Completion.
- F. Any part of the Work damaged during installation or prior to Final Completion shall be repaired by Contractor 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 free of all defects. All damaged or defaced Work shall be repaired or replaced to Owner's satisfaction at the expense of Contractor.

8.11 Method of Performing Work, Non-Interference with Owner Activities, Traffic Control and Job Site Management

- A. Contractor shall perform the Work efficiently, safely, and so as not to interfere with the use of any adjacent land or building areas, including the reasonable aesthetic appearance of the Site and all storage/staging areas
- B. Contractor shall cooperate with Owner to the fullest extent in providing traffic control during course of construction so as to provide a minimum of inconvenience to Owner.
- C. Contractor shall limit its operations to the assigned Site, except as necessary to connect to existing utilities and shall not, without the prior written permission of Owner or the affected property owner, encroach on property outside the Site.
- D. Contractor shall not permit unauthorized persons or activities on the Site and shall maintain the Site in a safe and secure manner.

8.12 Utility and Other Services

- A. It is of paramount importance that the Work not interfere in any way with the normal operation of the existing utility services. No interruption of the utility services can be allowed. Contractor will coordinate all Work affecting utility services in the existing building with Owner Representative.
- B. Contractor shall prearrange time with Owner Representative whenever it becomes necessary to interrupt any service to make connections, alterations or relocations and shall fully cooperate with Owner in doing Work so as to cause the least annoyance and interference with the continuity of Owner's operations. Any existing plumbing, heating, ventilating, air conditioning or electrical disconnections which may affect portions of this construction or building or any other building must be coordinated with Owner Representative to avoid any disruption of operation within the building or construction or other building or utilities. In no case, unless previously approved in writing by Owner Representative, shall utilities or other services be left disconnected at the end of a workday or over a weekend. Any interruption of utilities or other services, whether negligently, intentionally, or accidentally, shall not relieve Contractor's responsibility for the interruption or from liability for loss or damage caused by such interruption even though such loss or damage was not foreseeable by Contractor or Subcontractor, or from responsibility for repairing and restoring the utility or other service to normal service. Repairs and restoration shall be made before the workmen responsible for the repair and restoration leave the job.

8.13 Site Neatness and Cleanup

- A. Contractor shall maintain the Site in a neat and orderly manner acceptable to the Owner. Contractor at all times shall keep the Site free from accumulation of waste materials or rubbish caused by its operations. If Contractor fails to properly clean up during construction, or if a dispute arises between Contractor and/or separate contractors as to their responsibility for cleaning up, Owner may clean up and charge the costs thereof to contractors responsible as determined by Owner or Owner Representative.
- B. Contractor shall complete final cleanup of the premises before Final Completion. Contractor shall remove all its waste materials and rubbish from the Site, as well as all tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up at Site prior to Final Completion, Owner may do so and the cost thereof shall be charged to Contractor or offset against amounts due to the Contractor.

8.14 Matters Relating to Subcontractors

- A. Contractor shall caution each Subcontractor to become familiar with the Detailed Scope of Work and the Technical Specifications. Contractor shall also caution each Subcontractor that no consideration will be given to any claim of ignorance of the contents of the Detailed Scope of Work and any specification or standard referenced therein especially since each Subcontractor is expected to be familiar with his own trade's generally accepted and published specifications and standards of quality.
- B. No allowance shall be made on behalf of any Subcontractor for errors due to its negligence in not being familiar with the existing site conditions for the Work.
- C. Each Subcontractor shall make the field measurements necessary for its Work and shall

be responsible for the accuracy of those measurements and its work.

- D. Each Subcontractor shall acquaint itself with the Work of other Subcontractors whose activities are mutually affected so that their efforts are coordinated to avoid mistakes, omissions, disputes, delays and damage to each other's work.
- E. If any structural difficulties prevent a Subcontractor from installing its materials or equipment properly, Contractor shall promptly notify Owner Representative so that Owner and Design Professional, may be consulted on how best to resolve the difficulty. If it is necessary for the Subcontractor to cut into walls and/or floors, the Work shall be done carefully and neatly and only with the full knowledge of Owner Representative and Design Professional. This is especially true when structural elements or utilities are involved.
- F. All patching and repairing of damaged items of the Work shall be done by the Subcontractor originally performing that item of the Work.
- G. Each Subcontractor shall remove tools, equipment, materials and debris from the Site promptly upon completion of its Work and shall leave its work area clean and free from rubbish and debris.

8.15 Miscellaneous

- A. 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 Contractor.
- B. 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 Contractor's own errors or inaccuracies. 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 Contractor or others.
- C. Contractor shall repair any part of the finished Work damaged during installation or prior to substantial completion of the Work so as 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, Contractor shall replace the damaged item or part.
- D. Unless otherwise specifically mentioned, Contractor shall furnish and install 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 installation satisfactory to the Owner whether or not expressly called for by the Detailed Scope of Work or the Technical Specifications.
- E. Contractor shall procure and furnish to Owner all guarantees, warranties, manuals and spares that are called for by the Detailed Scope of Work or the Technical Specifications or that are mentioned in the manufacturer's product literature. Guaranties and warranties shall commence as of the date of Final Completion.
- F. Contractor shall pay all royalties and license fees to which third parties are entitled as holders of any proprietary rights, United States patent or copyright, now or hereafter issued relating to the Work.

8.16 Drawings and Specifications

- A. A Detailed Scope of Work may reference Drawings and Specifications. In such case, they will be attached to the Detailed Scope of Work and issued with the Job Order.
- B. Contractor will study and compare the Drawings and Specifications in advance of beginning each phase or portion of the Detailed Scope of Work to be performed and immediately report any material error, inconsistency, conflict, ambiguity or omission that is

discovered.

- C. All Work will be performed in a workmanlike manner and all materials used will be new and of the highest quality and of the type best adapted to their purpose, unless otherwise specified.
- D. If the Drawings and Technical Specifications do not cover a particular phase or aspect of the Work, the installation and maintenance directions of the manufacturer shall be followed.

The Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. When the Job Order specifies shop drawings, Product Data or Samples are required, Contractor shall not perform the relevant portion of the Work without approved shop drawings, Product Data or Samples as provided in this Section. Any Work performed in violation of this provision will be solely at the Contractor's risk regardless of the Design Professional's, Owner Representative's and/or Owner's knowledge of such work.

- E. The Contract Documents are applicable to each Job Order and are complementary, requiring a complete project. Any requirement occurring in any one of the Contract Documents is binding as though occurring in all documents. Generally, the Specifications and the Technical Specifications address criteria and quality of materials and standards for workmanship, types of materials and contract conditions and the Drawings show placement, sizes, fabrication details of materials, dimensions, positions and details of construction. In the event of conflict in the Contract Documents, the priorities stated in the definition of Contract Documents and the priorities stated below shall govern:

1. Contract amendments shall govern over all other Contract Documents and subsequent Amendments shall govern over prior Modifications only to the extent modified. Supplemental Job Orders shall govern over its associated original Job Order and subsequent Supplemental Job Orders shall govern over prior Supplemental Job Orders.
2. In case of conflict between Drawings and Specifications, the Specifications shall govern.
3. Conflicts within the Drawings:
 - a. Schedules, when identified as such, shall govern over all other portions of the Drawings.
 - b. Specific notes shall govern over all other notes and all other portions of the Drawings, except schedules identified as such.
 - c. Larger scale Drawings shall govern over smaller scale Drawings.
 - d. Figured or numerical dimensions shall govern over dimensions obtained by scaling.
4. This Operating Manual shall govern over all sections of the Drawings, Detailed Scope of Work and the Technical Specifications.
5. In the event provisions of codes, safety orders, Contract Documents, referenced manufacturer's specifications or industry standards are in conflict, the more restrictive or higher quality shall govern.
6. In the event of any conflict in the Job Order, Contractor shall request an interpretation by Owner Representative before performing the Work, provided that when the conflict involves documents prepared by Design Professional, Owner Representative may elect to consult with Design Professional and obtain Design

Professional's view before resolving the conflict.

- F. If the Detailed Scope of Work, or the documents referenced therein, 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 in accordance with such standard.
- G. "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.
- H. The quality and quantity of the parts or material so supplied shall conform to trade standards and be compatible with the type, composition, strength, size, and profile of the parts of materials otherwise set forth in the Detailed Scope of Work.
- I. Each Job Order shall be presumed to include all items of Work reasonably necessary to complete the Detailed Scope of Work, expressly or by inference. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- J. The organization of the specifications, if any, for a Job Order into divisions, sections and articles, and the arrangement of drawings, if any, shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.
- K. Prior to Final Completion, if the Contractor was provided Drawings, the Contractor shall complete and turn over to Owner Representative the as-built drawings for review by Owner Representative. The as-built drawings shall consist of a set of drawings, which clearly indicate all field changes that were made to adapt to field conditions, field changes resulting from Supplemental Job Orders or directives 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 (2) 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.

8.17 Submittals and Shop Drawings

- A. Contractor shall submit to Design Professional, with such promptness as to cause no delay in the Work, all submittals and shop drawings as required by the Job Order.
- B. Each submittal or shop drawing must be accompanied by a transmittal letter containing a list of the titles and numbers of the submittal or shop drawings. Each series shall be numbered consecutively for ready reference and each submittal and shop drawing shall be marked with the following information:
 - 1. Date of submission
 - 2. Name of Project
 - 3. Location of Project
 - 4. Branch of Work (specification section)
 - 5. Contract Number
 - 6. Job Order number

7. Name of Contractor
 8. Name of Subcontractors
 9. Revision number
- C. Contractor shall include with submittals and shop drawings, a written statement indicating all deviations from the Detailed Scope of Work and the Technical Specifications. Failure to so notify the Design Professional of such deviations will be grounds for subsequent rejection of the related Work. If, in the opinion of Owner Representative, after consultation with Design Professional, the deviations are not acceptable, Contractor must furnish the item as specified or as indicated in the Detailed Scope of Work and the Technical Specifications.
- D. All Subcontractor submittals and shop drawings shall be reviewed by Contractor prior to being submitted to Design Professional and shall bear a written statement by Contractor that the submittals or shop drawings are consistent with the Detailed Scope of Work and the Technical Specifications or if not totally consistent shall bear a written statement indicating all deviations. Any submittals or shop drawings submitted without the statements will be returned for resubmission; the submittal or shop drawings will be considered as not having been submitted, and any delay caused thereby shall be Contractor's sole responsibility. This review by Contractor of Subcontractor 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 shop drawings does indicate all deviations from the Detailed Scope of Work and the Technical Specifications.
- E. It is Contractor's obligation and responsibility to check all of its shop drawings and to be fully responsible for them and for coordination with connecting construction Work. Shop drawings shall indicate in detail all parts of an item of Work, including, without limitation, erection and setting instructions and engagements with work of other trades or other separate contractors.
- F. By reviewing or submitting submittals and shop drawings, Contractor represents that it has determined and verified availability, field measurements, field construction criteria, materials, catalog numbers and similar data, and that it has checked and coordinated each submittal and shop drawing with the requirements of the Job Order and the Technical Specifications. If any specified material item or part is not available, Contractor shall so indicate to the Design Professional.
- G. Owner Representative with assistance of the Design Professional, shall review and approve submittals and shop drawings and return them to Contractor within ten (10) days of receipt unless otherwise previously agreed in writing. For scheduling purposes, Contractor must assume a ten (10) day review period for each set of submittals and shop drawings. For complex submittals and shop drawings, Contractor must assume two (2) ten (10) day review cycles. If review and approval are delayed beyond ten (10) days, Design Professional shall notify Contractor and Owner in writing stating the reason for the delay. Approval shall not relieve Contractor from the responsibility for deviations from the Detailed Scope of Work and the Technical Specifications, unless it has been called to Owner Representative's attention, in writing, at the time of submission. Any modification will be approved only if it is in the interest of Owner to effect an improvement in the Work and does not increase the Job Order Price or the Job Order Completion Time. Any such modification is subject to all other provisions of the Detailed Scope of Work and the Technical Specifications and is without prejudice to any and all rights under any surety bond.
- H. If the Design Professional returns a submittal or shop drawing to Contractor with the notation "rejected", "revise and resubmit", or "approved as noted", Contractor, so as not to delay the Work, shall promptly submit a submittal or shop drawing conforming to the requirements of the Detailed Scope of Work and the Technical Specifications and indicating in writing on the submittal or shop drawings and on the transmittal what portions

of the resubmittal have been altered in order to meet with the approval of the Owner Representative and the Design Professional. Any other differences between the resubmittal and the prior submittal shall also be indicated on the submittal or shop drawing as a special note.

- I. No extension of time will be granted to 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 Contractor has received written approval. Contractor shall furnish prints of its approved shop drawings to all Subcontractors whose work is in any way related to the Work covered by the shop drawings. Only prints bearing this approval will be allowed on the Site.

8.18 Product Data and Product Samples

- A. When the Job Order requires product samples, 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 the Contractor's Work or in the work of any other contractor and to allow time for consideration by Design Professional. Contractor shall submit product samples to Owner Representative and Design Professional, for review and approval in accordance with the requirements for shop drawings and submittals in the heading above, and the requirements in this heading on product data and productsamples.
- B. Each product sample must be accompanied by a letter of transmittal containing the following information:
 1. Date of submission
 2. Name of Job Order
 3. Site
 4. Branch of Work (specification section number)
 5. Job Order number
 6. Name of submitting Contractor
 7. Name of Subcontractor
- B. Contractor shall furnish to Owner Representative and Design Professional, a certificate stating that material or equipment submitted complies with the Detailed Scope of Work and the Technical Specifications. If a certificate originates with the manufacturer, Contractor shall endorse it and submit it to Owner Representative and Design Professional, together with a statement of compliance in its own name.
- C. Unless Design Professional is requested at the time of submittal to return samples at Contractor's expense, rejected samples will be destroyed.
- D. After delivery of materials, the Owner Representative and Design Professional, may make such tests, as they deem necessary, with samples required for such tests being furnished by and at the cost of Contractor. Any test is for the benefit of Owner and shall not relieve Contractor of the responsibility for providing quality control measures to assure that the Work strictly complies with the Detailed Scope of Work and the Technical Specifications. No test shall be construed as implying acceptance of materials, work, workmanship, equipment, accessories or any other item or thing.
- E. On the basis of the test results, materials, workmanship, equipment or accessories may be rejected even though general approval has been given. If items have been incorporated in

the Work, Owner Representative after consultation with the Design Professional, and Owner shall each have the right to cause their removal and replacement by items meeting the Detailed Scope of Work and Technical Specifications requirements or to demand and secure appropriate reparation to Owner from the Contractor.

8.19 Tests, Inspections, Observations and Approvals Do Not Relieve Contractor of Responsibility

- A. No tests, inspections, observations or approvals performed or given by Owner Representative, Owner or Design Professional, or others acting for Owner or any agency of Federal, State or local government nor any acts or omissions by Owner Representative, Owner or Design Professional, in administering the JOC Program shall relieve Contractor from its duty to perform the Work in accordance with the Detailed Scope of Work and the Technical Specifications, the other Contract Documents and applicable law.

Legal Requirements, Permits, Taxes and Fees

- B. Contractor shall be responsible for complying with all applicable Legal Requirements. Contractor shall be 100% responsible for and pay any costs associated with or arising from any non-compliance with Legal Requirements.
- C. Contractor shall pay all taxes for and related to the Work (including, without limitation, franchise taxes, sales taxes and use taxes) or its portion thereof, which are legally enacted when the Job Order is issued, whether or not yet effective. Contractor will not be reimbursed for any tax payments.

8.20 Contractor Provides Manufacturer's Warranties and Manuals

- A. Contractor will provide Owner with all manufacturers' warranties and operation and maintenance manuals upon Final Completion of the Job Order.

SECTION 9 SUBCONTRACTORS AND SUPPLIERS

9.1 Subcontractor Generally

- A. In addition to this Section 9 “Subcontractors and Suppliers”, there are many provisions relating to Subcontractors throughout the Contract Documents. The Owner has the right to reject any Subcontractor.

9.2 Contractor Self-Performance of Work

- A. Contractor may self-perform Work.

9.3 Contractor Subcontractor Selection Plan

- A. Contractor shall select Subcontractors for each Job Order on a qualifications only basis or on a qualifications and price basis. Subcontractors shall not be selected on a price only basis. The Contractor shall select Subcontractors in accordance with the subcontractor selection plan proposed by the Contractor in submitting its qualifications with those modifications as the Owner and the Contractor agreed to in writing.
- B. Although there is no contractual commitment, Owner encourages Contractor to have Work performed by small businesses.

9.4 Contractor Responsibilities Relating to Subcontractors

- A. Contractor agrees to pay each Subcontractor and Supplier the full amount due to the Subcontractor or Supplier within seven (7) business days after Contractor receives payment from Owner.
- B. Contractor is fully responsible for its Subcontractors' Work and acts and omissions in connection with the performance of its Subcontractors' Work.
- C. Contractor is responsible for coordinating the activities of all Subcontractors.

9.5 Subcontractor Relationship with Owner; Assignment of Subcontracts

- A. Nothing in the Contract Documents is intended or shall be construed or deemed to create any legal or contractual relationship between Owner and a Subcontractor. In addition, nothing in the Contract Documents is intended or shall be construed or deemed to create any third-party beneficiary rights.

SECTION 10 INSPECTIONS

10.1 General

- A. Design Professional and Owner shall at all times have access to the Detailed Scope of Work, including, without limitation, materials being fabricated or stored off site. Contractor shall furnish at Contractor's cost any facilities necessary for sufficient and safe access to the Site.
- B. All Work and all materials are subject to inspection by Owner and Owner Representative to determine if they conform to the Contract Documents and Job Order.
- C. Contractor shall notify Owner and Design Professional by email or fax at least twenty-four (24) hours prior to the time at which Owner, Design Professional, or Owner Representative must be present to perform an inspection. Failure to provide such notice will place Contractor at risk for all consequences of non-inspection and having to uncover Work.
- D. 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 Owner and Owner Representative or even if Owner or Owner Representative failed to observe the unsuitable Work or materials.
- E. Regardless of any notification by Contractor to Owner and Owner Representative that Work is ready for inspection, any Work which is covered prior to inspection by Owner Representative and Owner without prior consent of Owner Representative or Owner must be uncovered and recovered by Contractor, if requested by Owner Representative or Owner, at Contractor's sole cost and expense and at no cost to Owner.
- F. If any portion of the Detailed Scope of Work has been covered after inspection by Owner Representative and Owner or with the consent of Owner Representative and Owner without inspection, Owner may request that it be uncovered for observation. If such portion is found to be in accordance with the requirements of the Contract Documents and the Job Order, the cost of uncovering and recovering it shall be charged to Owner. If such portion is found not to be in accordance with the requirements of the Contract Documents and the Job Order, Contractor shall pay such costs as well as the costs of correcting the non-conforming Work.
- G. Inspections, tests, measurements, or other acts of Owner, Design Professional, and/or Owner Representative are for the sole purpose of assisting Owner, Design Professional, and Owner Representative in determining that the Work, materials, rate of progress, and quantities comply with the Contract Documents, Job Order and/or Contractor's requests for payment. These acts or functions and issuance of the Final Inspection Certificate as provided below shall not relieve Contractor from performing the Work in full compliance with the requirements of the Contract Documents nor relieve Contractor from any of the quality, compliance and responsibility for the Work assigned to it by the Contract Documents. No inspection or issuance of a Final Inspection Certificate or other action by Owner, Design Professional, or Owner Representative shall constitute or imply acceptance or waiver of rights.

10.2 Design Professional Role in Inspections

- A. Design Professional, may inspect any Work on behalf of Owner and have the right to accept any Work on behalf of the Owner. Contractor shall rely on any inspection by Design Professional. Owner Representative may request Design Professional, engaged by Owner, to assist Owner Representative in inspection of Work.

10.3 Final Inspection

- A. The Punch List will be developed if it is determined at the inspection for Final Completion that there are deficiencies, corrections or incomplete items.
- B. When Contractor submits in writing to Owner a final Application for Payment for a Job Order and a request for a final inspection of the Detailed Scope of Work, Owner Representative and Owner shall determine the validity of the request. Owner Representative and Owner may request Design Professional, to participate in the determination.
- C. In making the determination whether to issue a Final Inspection Certificate and of the amount thereof, Owner Representative:
 - 1. May consult with Owner and Design Professional;
 - 2. May request Design Professional, to participate in the inspection or take other appropriate actions relating to the inspection; and
 - 3. Will visit and observe the site and evaluate whether the Detailed Scope of Work has been completed in conformance with the Contract Documents.
- D. Following the final inspection,
 - 1. If the Detailed Scope of Work is complete in accordance with the requirements of the Contract Documents and the Job Order, Owner Representative will issue a Final Inspection Certificate stating that to the best of the Owner Representative's knowledge, information and belief, and on the basis of the Owner Representative's observations and inspections, the Detailed Scope of Work(including, without limitation, all deficiency, incomplete and correction items (Punch List)) has been completed in accordance with the terms and conditions of the Contract Documents and the Job Order.
 - 2. If as a result of the inspection it is determined by Owner or Owner Representative that there are any deficiencies, corrections or incomplete items, Owner Representative will not issue the Final Inspection Certificate but instead will give Contractor a Punch List of such items.
 - 3. Contractor shall promptly complete or correct each of the items on the Punch List and may then request another final inspection.
 - 4. A Final Inspection Certificate will not be issued and final payment will not be made until all items on the Punch List and the Detailed Scope of Work are complete in accordance with the Contract Documents.

- E. In the event Contractor does not complete the Detailed Scope of Work (including, without limitation, all Punch List items) within the Job Order Completion Time, Owner shall have the right to have these items corrected or completed by Owner or others, in which event Contractor shall pay or reimburse Owner for all costs and expenses incurred by Owner, including, without limitation, all architectural, engineering and inspection costs and expenses incurred by Design Professional, Owner Representative and Owner. Alternatively, Owner may deduct the amount owing by Contractor from any amount due Contractor under the Job Order or otherwise.

SECTION 11 PROJECT CLOSEOUT

11.1 DEFINITIONS

- A. "Standard product warranties" means preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. "Special warranties" means written warranties required by or incorporated in the Contract Documents or the Job Order, either to extend time limits provided by the standard warranties or to provide greater rights for the Owner's Representative.

11.2 FINAL CLEANING

- A. Contractor shall employ experienced workers or professional cleaners for the final cleaning. Contractor shall perform the following special cleaning at completion of Work:
 - 1. Remove marks, stains, fingerprints, soil and dirt from finished surfaces.
 - 2. Remove spots, soil, paint, grout and mastic from tile work and wash same.
 - 3. Clean fixtures, equipment and piping; remove stains, paint, dirt and dust.
 - 4. Remove temporary floor protections; clean and polish floors.
 - 5. Clean exterior and interior metal surfaces, including doors and windows and their frames.
 - 6. Remove oil, stains, dust, dirt, paint and the like from items required to have a polished finish; polish and leave without finger marks or other blemishes.
- B. Existing improvements, inside or outside the property which are disturbed, damaged or destroyed by the Work shall be restored to the condition in which they originally were, or to the satisfaction of the Owner.

11.3 PROJECT RECORD DOCUMENTS

- A. As the Work progresses, the Contractor shall maintain a complete and accurate record of changes or deviations from the Detailed Scope of Work and Shop Drawings, indicating the Work as actually installed. Record information in the appropriate locations on a record set of blue line prints of the Drawings and Shop Drawings and a copy of the Specifications that are maintained solely for the purpose of this documentation. Keep this set of record documents at the project site for review by the Owner and Owner Representative. Information contained in the record documents shall include, but not be limited to:
 - 1. Modifications made by Section 13, Change In Work, that shall be transferred to the record documents.
 - 2. Location of site underground pipes, conduits, ducts, cables and similar Work, dimensioned horizontally to permanent points of reference and located vertically by indicating depth of burial. Dimensions shall be accurate within ± 6 inches.
 - 3. Location of major conduit runs, power, control and alarm wiring, etc., dimensioned horizontally to permanent points of reference. Dimensions shall be accurate within 6 inches. By notation, describe the vertical location of the item such as "below slab," "above ceiling," etc.

4. Modifications made to accommodate field conditions.
 5. Revise Drawings and panel schedules to show final circuiting of all equipment.
- B. The Owner Representative will provide the Contractor with a set of reproducible drawings at Contractor's expense. Seals and signatures of Registrants shall be completely removed and/or permanently obscured. Contractor shall provide the following on the Drawings:
1. Changes in the Job Order, secured with prior approval of the Owner Representative, recorded in a neat readable manner, in black ink or pencil, by a competent drafter. Deletions shall be made by erasure or sepia eradicator only.
 2. Prior to application for final payment, transfer all changes, information and notations made to the record blue-line prints to a set of sepia Mylar transparencies.
- C. Upon Final Completion, deliver the complete set of Record Documents including blue-line prints, sepia Mylar transparencies, Shop Drawings and annotated Specifications to the Owner Representative for approval.
- D. Owner's Manual: Prior to final payment, submit two (2) hard copies in binders and two (2) electronic copies containing the following required submittals and any others required in other Sections, suitably typed, indexed and labeled for ready reference:
1. Subcontractors, major Suppliers list with company's names, addresses and telephone numbers.
 2. Warranties and certifications.
 3. Affidavit from general and Subcontractors on use of asbestos free materials (See Attachment 4 to Form of Job Order).
 4. Maintenance/operation instructions and parts list (other than Division 28).
 5. List of Extra Materials supplied to Owner, signed by Owner's Representative.
 6. Other items required by the Specifications.
- E. The following list is intended as a guide to the Contractor to aid in the determining record documents required for the project, however, the requirements specified in the technical sections shall take precedence over this list and this list is not to be interpreted as being complete.
1. Division 00 through Division 48

11.4 OPERATION AND MAINTENANCE DATA

- A. Upon Final Completion specified under Division 28, Contractor shall furnish two (2) hard copies in binders and two (2) electronic copies of operating and maintenance instructions and parts lists for materials, equipment and systems, including electrical and control items, being supplied.
- B. Operating instructions shall include complete operating sequence, control diagrams, description of method of operating machinery, machine serial numbers, factory order numbers, parts, tests, instruction books, Suppliers' phone numbers and addresses and individual equipment guarantees. Parts lists shall be complete in every respect, showing parts and part numbers for ready reference.

- C. Maintenance instructions shall include a written list of required and suggested maintenance for HVAC, electrical, fire alarm or other equipment or features in the project. Each item shall contain a brief description of the maintenance required as well as the recommended time frame or period for the maintenance.
- D. Contractor shall assemble maintenance manual and operating instructions in hard back loose leaf binders and suitably label and index material for ready reference.
- E. Upon Final Completion, Contractor shall submit one copy of the Maintenance Manual and Operating Instructions to the Design Professional for approval and upon receipt of Notice of Approval, deliver the additional corrected copies to the Owner.

11.5 OPERATION AND MAINTENANCE MANUAL

- A. Owner's Manual: Prior to final payment, contractor shall submit one (1) hard copy for review to the Design Professional. Upon approval, Contractor shall determine how many manuals are required containing the following required submittals and any others required in other Sections, suitably typed, indexed and labeled for ready reference.
- B. Upon Substantial Completion, Contractor shall furnish two (2) hard copies in binders and two (2) electronic of operating and maintenance instructions and parts lists for materials, equipment and systems, including electrical and control items, being supplied. Contractor shall furnish separate copies for each Division.
- C. Operating instructions shall include complete operating sequence, control diagrams, description of method of operating machinery, machine serial numbers, factory order numbers, parts, tests, instruction books, Suppliers' phone numbers and addresses and individual equipment guarantees. Parts lists shall be complete in every respect, showing parts and part numbers for ready reference.
- D. Maintenance instructions shall include a written list of required and suggested maintenance for HVAC, fire alarm, electrical or other equipment or features in the project. Each item shall contain a brief description of the maintenance required as well as the recommended time frame or period for the maintenance.
- E. Contractor shall assemble maintenance manual and operating instructions in hard back loose leaf binders, suitably labeled and indexed for ready reference.

11.6 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Contractor shall provide products, spare parts, and maintenance materials in quantities specified in each section, in addition to that used for construction of Work. Contractor shall coordinate with Owner, deliver to person and location as directed and obtain receipt. Contractor shall copy receipt to the Design Professional and Owner. This documentation is required prior to final payment.
- B. Contractor shall deliver spare parts, tools, and extra stocks of material and similar physical items required by individual specification sections to the Owner with a copy of the transmittal to the Design Professional. Contractor shall obtain signed receipts from the Owner for all items.
- C. Contractor shall change over construction locks to permanent keying system and deliver the required number of keys to the Owner. Contractor shall prepare a transmittal document and obtain signed receipts from the Owner for all items.

11.7 SUMMARY

- A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.
- B. Refer to the Contract Documents of the contract for terms of the period for correction of the Work.
- C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve Suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor
- D. Separate Prime Contracts: Each Prime Contractor is responsible for warranties related to its own contract.

11.8 WARRANTY REQUIREMENTS

- A. Warranties required by the Contract Documents shall commence on the date Substantial Completion is certified by the Design Professional.
- B. Related Damages and Losses: When Contractor corrects failed or damaged warranted construction, Contractor shall remove and replace construction that has been damaged as a result of such failure or must be removed and replaced to provide access of correction of warranted construction.
- C. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding; Contractor shall reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty including an equitable adjustment for depreciation.
- D. Replacement Cost: Upon determination that Work covered by a warranty has failed, Contractor shall replace or rebuild the Work to an acceptable condition complying with requirements of the Contract Documents and the Job Order. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner had benefited from use of the Work through a portion of its anticipated useful service life.
- E. Owner Recourse: Express warranties made by Contractor to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Express warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- F. Rejection of Warranties: The Owner reserves the right to reject warranties that conflict with requirements of the Contract Documents.

11.9 SUBMITTALS

- A. Contractor shall submit written warranties to the Design Professional prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, the Contractor shall submit written warranties upon request of the Owner.
- B. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor, during the construction period, Contractor shall submit properly executed warranties to the Owner within fifteen (15) days of the completion of that designated portion of the Work.

- C. Form of Submittal: At Final Completion, Contractor shall compile two (2) hard copies in binders and two (2) electronic copies of each required warranty properly executed by the Contractor, Subcontractor, Supplier, or manufacturer. The warranty documents must be organized into an orderly sequence based on the table of contents of the Project Manual.
- D. Contractor shall bind warranties and bonds in heavy-duty, commercial-quality, durable 3-ring, vinyl-covered loose-leaf binders, thickness as necessary to accommodate contents, and:
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and name, address, and telephone number on the Installer.
 - 2. Identify each binder on the front spine with the typed or printed title "WARRANTIES", Project title of name, and name of the Contractor.
 - 3. When warranted construction required operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

11.10 EXAMINATION AND PREPARATION

- A. Contractor shall examine substrates and conditions for compliance with manufacturer's written requirements including, but not limited to, surfaces that are sound, level, plumb, smooth, clean, and free of deleterious substances; substrates within installation tolerances; and application conditions within environmental limits. Contractor shall proceed with installation only after unsatisfactory conditions have been corrected.
- B. Before proceeding to lay out the Work, Contractor shall verify layout information shown in the Detailed Scope of Work, in relation to property survey and existing benchmarks.
- C. Contractor shall take field measurements as required to fit the Work properly. Where fabricated products are to be fitted to other construction, verify dimensions by field measurement before fabrication and, when possible, allow for fitting and trimming during installation.

11.11 CORRECTION OF WARRANTY WORK

- A. The Contractor is required to perform warranty repair work. When the Contractor fails to perform the warranty repair Work in accordance with these Contract Documents and the Job Order, the Owner may complete the repair work and seek reimbursement, for the expenses incurred, from the Contractor or may offset incurred expenses against amounts due to the Contractor.
- B. The Owner's Representative and/or Owner shall serve as the Warranty Coordinator and may designate an Alternate Warranty Coordinator who shall have the authority and responsibility to perform the Coordinator's functions when the Coordinator is absent. The Warranty Coordinator shall maintain:
 - 1. An updated list of all building/systems that are covered by a warranty.
 - 2. An updated schedule of all equipment under warranty and their warranty period.
- C. Before authorizing repairs to or replacement of parts on any building/system, the Warranty Coordinator shall determine if a valid warranty, covering the specific failure, exists. The Warranty Coordinator shall avoid, whenever possible, any action that may void a warranty.

- D. When a valid warranty exists, the Warranty Coordinator shall contact the Contractor regarding the terms of the warranty. The Warranty Coordinator shall provide copies of the Warranty Notification to Owner Representative, Owner, the Contractor and the responsible Subcontractors, manufacturers and Suppliers.
- E. If there is no warranty covering the specific failure, or if the warranty has expired, the Warranty Coordinator shall ensure that the necessary repairs/replacements are completed in accordance with the appropriate written instructions.
- F. Warranty Coordinator shall evaluate all failures covered by a warranty and determine the required timeframe for correction based on the urgency of the failure. Failures will be categorized as Emergency, Urgent or General. Upon notification of warranty Work required, the Subcontractor shall complete the warranty repair Work in the following timeframe:
 - 1. Emergency repair Work with in four (4) hours
 - 2. Urgent repair Work within sixteen (16) hours
 - 3. General service or repairs within five (5) days
- G. Emergency failures require immediate action to resolve imminent threats to health, life, safety or a security system failure. When the Warranty Coordinator determines that an emergency situation exists, he/she shall authorize immediate action to control the emergency and prevent greater loss.
 - 1. Upon determination that the failure is covered by a warranty, the Coordinator shall complete a Warranty Notification Form, immediately notify the Contractor and coordinate with the Contractor for immediate repair.
 - 2. The Warranty Coordinator may extend the allowable timeframe, provided the Contractor has submitted a written request and has documented that the problems requiring the time extension are beyond their control. The Contractor shall reach an agreement with the Warranty Coordinator on the specific repairs to be performed, when the repairs will be completed, and document the agreement in a letter to the recipients of the Warranty Notification.
- H. In the event that the Contractor fails to respond and/or restore the building/systems to operating condition within the specified time period, the Warranty Coordinator will arrange for the Work to be performed by qualified personnel/contractors. The Contractor shall be responsible for reimbursing the Owner for the expenses incurred.
- I. Warranty Coordinator shall monitor all on-site repairs done by any Contractor in response to a warranty claim request to ensure compliance with the repair agreement. The Warranty Coordinator shall ensure that each warranty claim is fully documented.
 - 1. Contractor shall assign a representative to walk with the Owner Warranty Coordinator to review the completed project six (6) months and eleven (11) months after final completion date. Contractor shall document any found deficiencies. Items found requiring correction, modification, or warranty attention shall be documented and resolved as noted in this specification section.

11.12 PROJECT CLOUSEOUT CHECKLIST

- A. SPARE PARTS AND MAINTENANCE MATERIALS

1. Contractor shall deliver spare parts, tools, extra stocks of material and similar physical items required by individual Specification sections to the Owner with a copy of the transmittal to the Owner Representative and obtain signed receipts from the Owner for all items.

B. OWNER TRAINING

1. The Contractor shall include all costs associated with providing educational services necessary for (1) State of Arizona employee to become a factory authorized, fully certified technician for the fire alarm equipment, HVAC equipment and electrical systems being supplied and installed by the JOC Contractor.
2. The educational services shall be provided locally (offered in the City of Phoenix metropolitan area) and shall be inclusive of all necessary educational / training classes, seminars, instructor fees and their associated travel expenses, learning materials, demonstration systems, tools, testing equipment, etc. as required for full factory certification.
3. Schedule: Contractor shall provide warranties on products and installations for the following:
 - a. Door Hardware
 - b. Fire Alarm Systems
 - c. HVAC Equipment
 - d. Electrical Systems

CLOSEOUT CHECK LIST

PROJECT: _____
FACILITY: _____
CONTRACTOR: _____

Owner PROJECT NO. _____

Submit the items required for your contract and project specifications as well as special items called for in the specifications not covered by this list.

- A. General Requirements: (Two (2) binders with hard copies and two (2) electronic copies)
1. Certificate of Final Completion - AIA Form G704 or similar form acceptable to the Owner _____
 2. Final Pay Request _____
 3. Affidavit of Payment of Debts & Claims - AIA Form G706 or similar form acceptable to the Owner _____
 4. Affidavit of Release of Lien - AIA Form G706A or similar form acceptable to the Owner (Conditional or Unconditional as required by Owner) _____
 5. Consent of Surety - AIA Form G707 or similar form acceptable to the Owner (if bonded) _____
 6. Prime Consultant (A/E) Letter Certifying that Project completed according to Plans and Specifications _____
- B. Lien Waivers: (Two (2) binders with hard copies and two (2) electronic copies)
1. All Subcontractors and Material Suppliers (see list submitted with bid and all approved substitutions) _____
 2. All Vendors with Preliminary Notices Filed _____
- C. Guarantees: (These are minimum warranty periods unless specifications state otherwise. (Two (2) binders with hard copies and two (2) electronic copies)
1. Total project guarantee 2 years by Contractor _____
 2. Electrical (2 year by Subcontractor) _____
 3. Fire Alarm System (2 year Subcontractor) _____
 4. HVAC System (2 year Subcontractor) _____
- D. "As-Built" Drawings:
1. Complete set of Construction Documents and (Two (2) hard copies and two (2) electronic copies)
 2. CAD backgrounds from Architect and Engineer to be submitted in electronic form
- E. Record Construction Documentation: Copies of the following items to be inserted in overall General Requirements Binders and in electronic form.
1. Addenda _____
 2. Architect/Engineer's Supplemental Instructions (ASI/ESI) _____
 3. Change Orders _____
 4. Requests for Information _____
- F. Maintenance & Operations Manuals: Provide in two (2) bound binders and two (2)

electronic forms.:

1. Electrical _____
2. Fire Alarm System _____
3. HVAC System _____
4. **To be included in O&M:**
 - a) Subcontractors, major suppliers list with company's names, addresses and telephone numbers.
 - b) Warranties and certifications.
 - c) Affidavit from general and subcontractors on use of asbestos free materials
 - d) Maintenance/operation instructions and parts list.
 - e) List of Extra Materials supplied to Owner (keys, video training tapes, etc. if applicable), signed by Owner's Representative.
 - f) Manufacturers' Data Sheets
 - g) Other items required by the Specifications

END OF SECTION

SECTION 12 MEASUREMENT AND PAYMENT

This Section 12 is applicable in the event progress payments will be utilized or as otherwise indicated on the Job Order.

12.1 SCHEDULE OF VALUES

- A. Applications for Payment shall be made on AIA Document G702 or similar forms acceptable to the Owner.
- B. The first Application for Payment package shall include the Application for Payment document as well as the Schedule of Values indicating the scheduled value of major categories and subcontracts for the Work. Contractor shall submit six (6) copies of the package for approval by the Owner Representative.
- C. For each item, Contractor shall provide a column for listing: Item number; Description of Work; Scheduled Value, Previous Applications: Work in Place and Stored Materials under this Application; Authorized Supplemental Job Orders; Total Completed and Stored to Date of Application; Percentage of Completion; and Balance to Finish.

12.2 PAY REQUEST

- A. **The form of Application for Payment shall be a notarized AIA Document G702, or similar notarized form acceptable to the Owner, supported by approved AIA Document G703, or similar notarized form acceptable to the Owner. Unless otherwise directed by the Customer, a minimum of two (2) original copies of these forms shall be submitted for each application. Contractor shall:**
 - 1. Present required information in typewritten form or electronic media printout to the Design Professional.
 - 2. Execute certification by signature of authorized officer. **(NOTARIZED)**
 - 3. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed and for stored products. Schedule of Values shall include line items for As-Builts, Bond, Supervision, General Conditions and Overhead and Profit.
 - 4. List each authorized Supplemental Job Order as an extension on continuation sheet, listing Supplemental Job Order number and dollar amount as for an original item of Work.
- B. With each Application for Payment Contractor shall **submit lien releases for the previous payment**, substantiation for stored materials, monthly progress reports and updates, and any other pertinent items required by the Owner or Owner Representative and identified during the Pre-Construction Conference.
- C. Contractor shall use AIA Documents G706, Contractor's Affidavit of Payment of Debts and Claims, G706-A, Contractor's Affidavit of Release of Liens, Documents G707, Consent of Surety Company to Final Payment, **or similar forms acceptable to the Owner.**
- D. When acceptable to the Owner, the Contractor may submit for payment on properly stored materials not yet incorporated into the Work. **Materials stored on the site must be in a secured area and be protected from damage, weather, theft or vandalism. The Contractor shall be responsible for replacing any damaged or missing materials.**

- E. **Offsite storage shall not be permitted.** Stored materials must be located onsite.
- F. See Project Closeout Section 11 for Final Billing Procedure.

12.3 PAY FREQUENCY

- A. **Job Orders With a Job Order Completion Time Less Than Thirty (30) Days.** Contractor shall submit a single Application for Payment, as per Section 12 of this document, after Final Completion (including, without limitation, all deficiency, correction or incomplete items (Punch List)).
- B. **Job Orders With a Job Order Completion Time Greater Than Thirty (30) Days.** Contractor shall initiate Progress Payments by monthly Applications for Payment submitted as per Section 12 of this document. Such payments shall be made in accordance with A.R.S. § 41-2577.

12.4 CERTIFICATES OF PAYMENT. Within seven (7) days after the receipt of Contractor's Application for Payment, the Design Professional will either issue a Certificate for Payment to Contractor for such amount as the Design Professional determines is properly due or notify the Contractor in writing of the reasons for withholding a Certificate for Payment. If the Design Professional or Owner Representative fails to take action within the seven (7) days, the Application for Payment will be deemed to have been approved and a Certificate for Payment for the full amount in the Application for Payment will be deemed to have been issued by Design Professional.

12.5 PAYMENTS

- A. Owner shall make payments on or before fourteen (14) days after the issuance of a Certificate for Payment against an Application for Payment. If a portion of an Application for Payment is disputed, the undisputed portion will be paid within fourteen (14) days after the Design Professional provides notification to the Contractor of the items in dispute.
- B. Before the Owner determines to pay nothing or to pay less than the amount requested by Contractor, the Design Professional and Owner must discuss the matter with the Site Manager and they must attempt to come to a mutually satisfactory resolution of the matter. If they do not concur, Design Professional will make a final determination. If the Contractor disagrees with Design Professional's final determination, Contractor may pursue the matter under Special Terms and Conditions, Paragraph 10, Claims.
- C. All material and Work covered by a paid partial payment shall thereupon become the sole property of the Owner. Nothing in this Subparagraph shall be construed as relieving the Contractor from sole responsibility of care and protection of materials and Work upon which payments have been made or restoration of any damaged Work or as a waiver of the right of the Owner to require fulfillment of all terms of the Contract Documents.

12.4 FINAL PAYMENT

- A. The Contractor shall submit to the Design Professional a final Certificate for Payment with the Final Inspection Certificate.
- B. The final payment shall not become due until the Contractor also submits all items required in 12.02 (C) above.
- C. After the Design Professional has issued the Final Inspection Certificate and the final Certificate for Payment for a Job Order; after the Owner has received all other documents required by the Contract Documents; and after the Contractor has complied with the other requirements of the Contract Documents and the Job Order, Owner shall make final payment ("Final Payment") under the Job Order in the manner provided in the Contract Documents.

- D. The acceptance of final payment for a Job Order shall constitute a waiver of all claims by the Contractor except those previously submitted to Owner and Design Professional in writing and identified by the Contractor as unsettled at the time of the final Application for Payment.
- E. If any Subcontractor or Supplier refuses to furnish a release or waiver required by Owner, Contractor may furnish a bond satisfactory to Owner to indemnify Owner against any such lien.
- F. If any claim or lien remains unsatisfied after all payments are made under a Job Order, Contractor shall immediately upon demand refund to Owner all moneys that the latter may be compelled to pay in discharging such claim or lien, including all costs and reasonable attorneys' fees.

12.5 SUBCONTRACTORS

- A. The Contractor shall pay to the Contractor's Subcontractors or material Suppliers and each Subcontractor shall pay to the Subcontractor's subcontractor or material supplier, within seven (7) days of receipt of each progress payment, unless otherwise agreed in writing by the parties, the respective amounts allowed the Contractor or subcontractor on account of the Work performed by the Contractor's or Subcontractor's subcontractors, to the extent of each such subcontractor's interest therein, except that no contract for construction may materially alter the rights of any Contractor, Subcontractor or material Supplier to receive prompt and timely payment as provided under this section. These payments to subcontractors or material suppliers shall be based on progress payments received.
- B. Neither Owner nor Owner Representative shall have any obligation to pay or to see to the payment of any moneys to any Subcontractor, except as may otherwise be required by law.

SECTION 13 CHANGES IN WORK

13.1 SUMMARY

- A. Section Includes: Procedures and documents for changes, deletions, or additions to the Detailed Scope of Work for a Job Order that has been issued.

13.2 DEFINITIONS

- A. "Construction Change Directive" (CCD) means a document signed by Owner and the Design Professional only, directing the Contractor to proceed with the changes, deletions, or additions to the Detailed Scope of Work and stating a proposed basis for adjusting the Job Order Price and Job Order Completion Time. This form is used in the absence of agreement on the terms of the Supplemental Job Order.

13.3 PROCEDURES

- A. Initiation of Proposals for Changes, Deletions, or Additions:

1. From time to time, the Owner or the Design Professional may issue to the Contractor, a Job Order Proposal Request for a change, deletion, or addition in the Detailed Scope of Work. The request will contain a Detailed Scope of Work containing a description of the change, deletion or addition, and Drawings and Specifications, as applicable.
2. The Contractor may also propose a change, deletion, or addition in the Detailed Scope of Work due to unforeseen conditions or from supplemental instructions received from the Design Professional, by submitting a request therefore in writing. This request is submitted to the Design Professional and describes the proposed change, deletion, or addition stating the reason therefore, and the impact on the Job Order Price and Job Order Completion Time, with supporting documentation.

- B. Execution of Documents:

1. When a Job Order Proposal Request in connection with a Supplemental Job Order is received by the Contractor, the Contractor shall respond within seven (7) days by submitting a Job Order Proposal for such Supplemental Job Order in accordance with the Procedures to Develop all Job Orders. Likewise, the Design Professional shall respond to the Contractor's written request for a change, deletion, or addition within seven (7) days of receipt.
2. In the absence of total agreement on the Supplemental Job Order, the Owner may issue a CCD to be followed by a Supplemental Job Order when an agreement is finally made.
3. The Contractor shall promptly proceed with all changes, deletions, and additions upon receipt of an executed Supplemental Job Order or Construction Change Directive.

- C. Computation of Costs:

1. The Contractor shall compute the cost of changes, deletions, or additions in accordance with Section 8, Procedures to Develop all Job Orders.
2. Credits for Prepriced and Non Prepriced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Price Proposal.

SECTION 14 SITE CONDITIONS

- 14.1 Contractor shall be thoroughly acquainted with all information provided by Owner or Design Professional, concerning the conditions of the Work. In addition, Contractor shall be responsible for obtaining information concerning conditions of the Work typically obtained within the construction industry to assess conditions for similar projects. Contractor is responsible for correctly and fully estimating the difficulty and cost of successfully performing the Detailed Scope of Work.
- 14.2 Contractor agrees that before submitting the Proposal, Contractor will thoroughly examine (collectively, the "Site Information"):
- A. the Site,
 - B. the Detailed Scope of Work,
 - C. all as-built data provided to Contractor by Owner or the Design Professional, and if applicable, any boring data or other soils information,
 - D. all other information provided by Owner or any Design Professional concerning the conditions of the Site, and
 - E. all information which Contractor is responsible to obtain under the paragraph immediately above.
- 14.3 Contractor acknowledges that as-built data and, if applicable, any boring data and other soils information made available to it is only a general indication of materials and/or conditions likely to be found in existing structures or facilities or other areas and, if applicable, adjacent to borings. If Contractor determines that the information is erroneous, inadequate or ambiguous, it shall immediately report its conclusions to Owner Representative, Owner and the Design Professional in writing. If, after determining that the information is erroneous, inadequate, or ambiguous, and after reporting its conclusions, Contractor remains dissatisfied or uninformed, Contractor shall refrain from submitting a Proposal until the matter is resolved. If Contractor submits a Proposal, Contractor shall be deemed to have waived any claim it may have as the result of the alleged erroneous, inadequate or ambiguous information. By submission of a Proposal, Contractor represents and warrants to Owner that Contractor has examined and evaluated the Site Information and has taken the Site Information into account in preparing its Proposal.
- 14.4 Contractor shall immediately, and before such conditions are disturbed, notify Owner Representative, Owner and the Design Professional in writing of concealed or latent physical conditions or subsurface conditions encountered at a Site that were not known by Contractor that could adversely affect the Job Order Price or the Job Order Completion Time, and that both:
- A. differ materially from those indicated by the Site Information and could not have been discovered by careful examination and investigation of the Site Information provided or obtained at the time of submission of the Proposal or by the date on which the Job Order was issued by Owner; and
 - B. are of an unusual nature, differing materially from those ordinarily encountered in the locale or generally recognized as inherent in construction Work of the character provided for in the Job Order.
- 14.5 Owner shall within ten (10) days after receipt of notice from Contractor, or such other longer reasonable time as necessary, investigate the conditions reported by Contractor under the paragraph immediately above. If Owner finds that conditions are so materially different as to support an equitable adjustment in the Job Order Price or Job Order Completion Time, an equitable adjustment will be accomplished by a Supplemental Job Order. The Supplemental Job Order Price will be for the actual, demonstrated direct cost impact to address the unforeseen

condition. Extensions of Job Order Completion Time will be considered only when based upon submission of an updated Construction Schedule showing an actual unavoidable delay to the critical path resulting from the unforeseen condition. If Owner determines that no Supplemental Job Order will be issued, there will be no change in the Job Order Price or the Job Order Completion Time for the respective Job Order. Regardless of the outcome, Contractor shall continue with the original Detailed Scope of Work.

- 14.6 No claim by Contractor for an increase in the Job Order Price or the Job Order Time shall be allowed without proper advance notice and an adequate opportunity for Owner to investigate.
- 14.7 The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

SECTION 15 ADJUSTMENT OF THE ADJUSTMENT FACTORS

- A. The State may consider a request for increase in the Adjustment Factors on each anniversary of the award date to account for changes in construction costs, provided, the Contractor requests in writing, no less than thirty days prior to the anniversary of the award date, that the Adjustment Factors be updated. Such request shall be delivered to the State and to Gordian. In the event the Contractor fails to deliver the request timely, then the State shall determine the date on which the Adjustment Factors will be updated, if approved, but in no event will such date be later than thirty days after the written request to update the Adjustment Factors is received by the State.
- B. Thereafter, Contractor's Normal Working Hours and Other than Normal Working Hours Adjustment Factors will be adjusted according to the following:
1. A Base Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months immediately prior to the month of the bid due date (e.g. April bid date, Base Year Index is April of the prior year to March of the bid date year).
 2. A Current Year Index shall be calculated by averaging the 12-month Construction Cost Indices (CCI) for the average of the twenty cities published in the Engineering News Record (ENR) for the 12 months beginning with the month of anniversary of the bid due date (e.g. April bid date, Current Year Index is April of the prior year to March of the current year).
 3. The Economic Price Adjustment shall be calculated by dividing the Current Year Index by the Base Year Index.
 4. The Contractor's original Adjustment Factors shall be multiplied by the Economic Price Adjustment to obtain the Contractor's new Adjustment Factors effective for the next 12 months.
 5. Averages shall be obtained by summing the 12 month indices and dividing by 12.
 6. All calculations in this article shall be carried to the fifth decimal place and rounded to the fourth decimal place. The following rules shall be used for rounding:
 7. The fourth decimal place shall be rounded up when the fifth decimal place is five (5) or greater.
 8. The fourth decimal place shall remain unchanged when the fifth decimal place is less than five (5).
- C. ENR occasionally revises indices. ENR CCIs used in the calculations described above shall be those currently published at the time the Economic Price Adjustment calculation is performed. No retroactive adjustments will be made as a result of an ENR revision. Revised CCI indices, if any, shall be used in subsequent calculations.
- D. Under all circumstances, should the Contractor submit a Job Order Proposal with inaccurate Adjustment Factors, the act of submission by the Contractor is a waiver of all rights to any further compensation above the Job Order Price submitted in the Job Order Proposal.
- E. The Contractor cannot delay submission of the Job Order Proposal past the due date to take advantage of a scheduled update of the Adjustment Factors. In that event, the

Contractor shall use the Adjustment Factors that would have been in effect without the delay.

- F. The Adjustment Factors for Reimbursable Tasks will remain constant for the duration of the Contract and a not to exceed amount for Non Prepriced Tasks.

SECTION 16 TIME PERIOD TO ISSUE JOB ORDERS

All Job Orders issued during the term of this Contract shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such period has expired. All terms and conditions of the Contract apply to each Job Order.

SECTION 17 ADMINISTRATIVE AND COOPERATIVE FEES

Other state agencies and purchasing cooperative members within the State of Arizona may purchase construction services from the Contractor utilizing this Contract through a cooperative purchasing arrangement as provided in Special Terms and Conditions, Paragraph 2.5, Eligible Agencies. The Contractor acknowledges that The Gordian Group, Inc. will administer this Contract for other state agencies and cooperative program members through its ezIQC® system and its subsidiary EZIQC, LLC and that the State of Arizona has no obligation to administer Work performed for other entities.

The Contractor shall inform the Gordian Group, Inc. of requests for Work by other state agencies and cooperative program members by entering new project information in the ezIQC® website at <http://www.eziqc.com>. The Contractor shall not collect information from other entities on forms or web sites other than at <http://www.eziqc.com>. The Contractor may input new project information on the ezIQC® web site on behalf of an Owner.

Other agencies or members of cooperative purchasing entities (“Entities”) may purchase construction services from the Contractor utilizing this Contract. If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 5.00% license fee (ezIQC® License Fee) due and payable within five (5) days from the date the Contractor receives payment from an Entity. License Fees not paid by the specified deadline shall bear an interest rate of 1½% per month until paid. The Adjustment Factors for ezIQC® Projects, as calculated on the bid form prior to Contract award, include the ezIQC® License Fee. The application of the ezIQC® Adjustment Factors is the Contractor’s sole compensation for the ezIQC® License Fee that is to be paid on all ezIQC® Projects.

If the Contract is accessed and utilized by other state agencies or cooperative program members, **the Contractor agrees to promptly pay the 1% State of Arizona Department of Administration Administrative Fee (Administrative Fee) consistent with the Special Terms and Conditions, Paragraph 4.1, Administrative Fee.** The Gordian Group, Inc. will collect the Administrative Fee through its subsidiary EZIQC, LLC, and will remit it to the State of Arizona on behalf of the contractor. The Adjustment Factors for ezIQC® Projects, as calculated on the bid form prior to Contract award, include the Administrative Fee. The application of the ezIQC® Adjustment Factors is the Contractor’s sole compensation for the Administrative Fee that is to be paid on all ezIQC® Projects.

The Fee shall be due and payable within fifteen (15) Days from the date that the Contractor receives payment from a state agency or cooperative program member ordering Work by accessing the Contract. The Contractor shall have no claim or right to any portion of the Fees. Failure to pay Fees in a timely manner shall be considered a material breach of this Contract and, at the State of Arizona’s sole discretion, may be deemed grounds for termination of this Contract.

The Contractor acknowledges that The Gordian Group, Inc. will administer cooperative purchases through this Contract and that the Owner has no obligation to administer purchases by Entities.

Gordian authorize the Contractor the use of Gordian’s names, logos, trademarks, and Gordian provided materials solely for the presentation and promotion of the availability and use of this Contract by Entities and potential Entities. The Contractor authorizes the Owner and Gordian the use of the Contractor’s name, logos, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of this Contract by Entities and potential Entities.

The Owner and Gordian shall not be liable or responsible for any obligation, including, but not

limited to, payments due under a Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Entity (“Purchase Order”).

The Contractor shall remit License Fees as follows:

Payments Made Payable to: ezIQC, LLC

Mail Checks to: Attention: A/R Department
30 Patewood Drive, Suite 350
Greenville, SC 29615

The Contractor shall, within two (2) business days of receipt of a Purchase Order from an Entity, provide notification to the Owner and Gordian of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@ezIQC.com or via facsimile to (864) 233-9100.

The Contractor shall, within two (2) business days of sending an invoice to an Entity, provide notification to the Owner and Gordian of each invoice by forwarding a copy of the invoice via email to Invoice@ezIQC.com or via facsimile to (864) 233-9100.

The State of Arizona and The Gordian Group, Inc. may request records from the Contractor for all purchasing conducted with Owners through use of this Contract and payment of all Fees. If discrepancies exist between Owner activity and Fees paid, the State of Arizona or The Gordian Group, Inc. will provide written notification to the Contractor of discrepancies and allow the Contractor thirty (30) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of the State of Arizona and The Gordian Group, Inc., notwithstanding any other remedies available to the State of Arizona by law or contract, the State of Arizona and The Gordian Group, Inc. reserve the right to engage a third party to conduct an independent audit of the Contractor's records, and Contractor shall reimburse the appropriate party for the cost and expense related to such audits.

SECTION 18 MARKETING THE CONTRACT

The Contractor authorizes the State of Arizona and The Gordian Group, Inc. the use of the Contractor's name, trademarks, and Contractor provided materials in the presentation and promotion of the availability and use of the Contract by other entities.

Prior to the use, advertisement or promotion of information for commercial benefit concerning this Contract or anything having to do with this Contract, Contractor shall comply with Uniform Terms and Conditions, Paragraph 3.6. Additionally, the Contractor must adhere to the following when preparing marketing materials, and in the use of proprietary materials, such as trademarks, service marks, etc.:

1. All uses of the trademarks and service marks belonging to The Gordian Group, Inc. and EZIQC, LLC shall include the registered trademark symbol (®) at all times.
2. Under no circumstances may copy or branding images of the State of Arizona, The Gordian Group, Inc. or EZIQC, LLC be altered in any way without the express written approval of the State of Arizona or The Gordian Group, Inc. as applicable.
3. The state may request the Contractor attend in-state tradeshows or speaking engagements in conjunction with the State of Arizona Procurement Officer administering the contract to provide information for the State Job Order Contracting Program. Contractor shall be responsible for payment of all necessary Contractor expenses for any event attendance.

SECTION 19 SOFTWARE LICENSING

The Contractor will be provided access to a Job Order Contracting information management system licensed to the State of Arizona Department of Administration by The Gordian Group, Inc. ("Gordian"). The system includes PROGEN[®], a Job Order Contracting management tool that expedites the ordering and execution of Work. The Contractor shall use PROGEN[®] to prepare and submit Price Proposals, subcontractor lists, and other requirements as determined by the State of Arizona Department of Administration. The system also contains an electronic version of the Construction Task Catalog[®] for the Contractor's use in preparation of Price Proposals. Use, in whole or in part, of PROGEN[®], the Construction Task Catalog[®], or any other Proprietary Information provided under the JOC System License specified below for any purpose other than to order and execute Work under this Contract for the State of Arizona Department of Administration, other State of Arizona agencies, or Cooperative Program Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License:

- a. Gordian, through its agreement with the State of Arizona, grants to Contractor, and Contractor hereby accepts from Gordian for the term of this Contract, a non-exclusive right, privilege, and license to utilize Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing its responsibilities to the State of Arizona under this Contract. The Contractor hereby agrees that Gordian's Proprietary Information shall include, but is not limited to, the PROGEN[®] software and support documentation, Construction Task Catalog[®], Training Manuals and additional training materials, and other proprietary materials provided to the Contractor by the State of Arizona or Gordian. In the event that this Contract expires or terminates as provided herein, this Job Order Contracting System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- b. The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor, subject to federal, state, and local laws related to public records disclosure.

Appendix 1
FORM OF JOB ORDER

JOB ORDER	Job Order Number:	Date:
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To: Contractor (“**Contractor**”)

From: State of Arizona (“**Owner**”)

Re: Job Order Project Number:
 Job Order Project Name:

This Job Order is issued pursuant to the Contract# _____ (Contract) Between the State and Contractor and hereby incorporates the terms of the Contract into this Job Order. This Job Order is the Notice to Proceed with the subject Job Order Project on the below Job Order Beginning Date. The terms of this Job Order are as follows:

Part I - Work		
Full street or physical address of each location at which Work will be done under this Job Order:		
1. The Detailed Scope of Work, including a listing of all Drawings and Specifications and related documents shall be generated in PROGEN® and affixed hereto as Attachment 1 .		
In accordance with Operating Manual, Section 5, the following Subsections apply:		
	5.01, Planning, Progress and Scheduling; Communications; Meetings; and Reports	Applicable Wage Determinations
	5.02, JOC Program Meetings	
	5.03, Individual Project Meetings	
	5.04, Meeting Minutes	
	5.05, Reports	
Accepting Work: <input type="checkbox"/> Owner Representative <input type="checkbox"/> Design Professional		<i>Applicable Wage Determinations are affixed hereto as Attachment 5.</i>

Part II – Job Order Price		
1. Job Order Price		\$
2. The Job Order Price shall be equal to the value of the approved Price Proposal. The Price Proposal, which includes a list of each Prepriced task from the Construction Task Catalog®, required quantities, the Adjustment Factor used, and all Non Prepriced tasks shall be generated in PROGEN® and affixed hereto as Attachment 2 .		
Part III – Job Order Completion Time		
2. Schedule	Construction Start Date:	
	Substantial Completion Date:	
	Final Completion Date:	
<input type="checkbox"/> Progress Payments will be utilized (See Section 12) <input type="checkbox"/> A single payment will be made		
A Construction Schedule shall be affixed hereto as Attachment 3 , or, if not attached, Contractor shall submit a Construction Schedule on or before the date to the right. The Asbestos Statement is affixed hereto as Attachment 4 .		

JOB ORDER		Job Order Number:	Date:
Part IV - Points of Contact			
<i>Owner Representative</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Owner</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Contractor Project Manager</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Site Manager</i>	Address	Phone Number	
Name & Title		Fax Number	
<i>Design Professional</i>	Company Name		
Name	Address	Phone Number	
Title		Fax Number	

Part V - Other Requirements	
<p>The following checked items are required. The requirements for each are in the Operating Manual</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Submittals <input checked="" type="checkbox"/> Shop Drawings <input checked="" type="checkbox"/> Samples <input checked="" type="checkbox"/> Product Data 	<p>Received by Customer from Contractor?</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Insurance Certificate <input checked="" type="checkbox"/> Performance Bond <input checked="" type="checkbox"/> Payment Bond
<p>The following checked items are required. The requirements for each are in the RFQ:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Arizona Department of Corrections Provisions <input checked="" type="checkbox"/> Federal Clauses for AIP Construction Job Orders 	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Federal Requirements for Construction Job Orders <input checked="" type="checkbox"/> Federal Clauses for AIP Equipment

Part VI – Approvals		
Owner Representative	Signature	Date
Owner	Signature	Date

