

EXHIBIT 3
JOB ORDER CONTRACTING (JOC) SPECIAL CONDITIONS

MODIFICATIONS TO THE GENERAL and OWNER SPECIAL AND SUPPLEMENTAL CONDITIONS

The following clarifications and modifications apply to the General, Supplemental and Special Conditions:

1. Whenever the term "Contract" is used to describe the Work associated with an individual project, the term "Contract" shall be replaced with "Job Order".
2. Whenever the term "Contract Time" is used to describe the duration associated with an individual project, the term "Contract Time" shall be replaced with "Job Order Completion Time".
3. Whenever the term "Contract Sum or Price" is used to describe the value associated with an individual project, the term "Contract Sum or Price" shall be replaced with "Job Order Price"
4. The Job Order Price shall set forth the fixed price, lump sum amount for which the Contractor is paid to complete the Detailed Scope of Work. Unless specifically stated for a Job Order, estimated quantities, lists of materials and bid prices shall not apply, the descriptions as related to costs and payment shall not apply, and the payment sections within the individual sections shall not apply.
5. All references to "Bid Items" shall be interpreted to mean Work tasks necessary to complete the Detailed Scope of Work.
6. All references to "change order work", "extra work", "force account work", and any other descriptions to changes to the Detailed Scope of Work shall be interpreted to mean work described in a Detailed Scope of Work of a Supplemental Job Order.
7. The Construction Task Catalog[®] shall govern the work included in the Unit Price of a Pre-Priced Task.

1. DEFINITIONS

1. **Adjustment Factor** - A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog[®].
2. **Award Criteria Figure** - The amount determined in the Award Criteria Figure Calculation section of the Bid Form, which is used for the purposes of determining the lowest Bid.
3. **Base Term** - The initial period of the Contract and does not include any Option Terms.
4. **Construction Task Catalog[®]** - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
5. **Detailed Scope of Work** - A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
6. **Estimated Annual Value** - An estimate of the value of Job Orders that could be issued to the Contractor each year.

7. **Job Order** - A written order issued by the Owner, such as a Purchase Order, requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price. A project may consist of one or more Job Orders.
8. **Job Order Completion Time** - The time within which the Contractor must complete the Detailed Scope of Work.
9. **Job Order Price** - The value of the approved Job Order Price Proposal and the amount the Contractor will be paid for completing a Job Order.
10. **Job Order Price Proposal** - 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.
11. **Job Order Proposal** - A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction schedule; and (e) other requested documents.
12. **Joint Scope Meeting** - A site meeting to discuss the work before the Detailed Scope of Work is finalized.
13. **Minimum Contract Value** - The minimum value of Job Orders that the Contractor is guaranteed the opportunity to perform under this Contract.
14. **Non-Prepriced Task** - A task that is not set forth in the Construction Task Catalog[®].
15. **Normal Working Hours** - Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for Owner holidays in properties identified by the Owner as General Facilities.
16. **Notice to Proceed** - A written notice issued by the Owner directing the Contractor to proceed with construction activities to complete the Job Order.
17. **Option Term** - An additional period of time beyond the Contract Term which extends the termination date of the Contract.
18. **Other than Normal Working Hours**- Includes the hours of 4:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner Holidays in properties identified as General Facilities.
19. **Prepriced Task** - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog[®].
20. **Project** - The collective improvements to be constructed by the Contractor pursuant to a Job Order, or a series of related Job Orders.
21. **Request for Proposal** - A written request to the Contractor to prepare a Proposal for the Detailed Scope of Work referenced therein.
22. **Supplemental Job Order** - 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.
23. **Technical Specifications** - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

24. **Unit Price** - The price published in the Construction Task Catalog® for a specific construction or construction related work task. Unit Prices for new Pre-priced 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 Pre-priced Task.

25. **Work** - All materials, labor and use of tools, equipment and services necessary by the Contractor and/or Subcontractor to complete the Job Order.

2. CONTRACTOR SELECTION

2.1. Job Order Contracting: The OWNER may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established OWNER procedures and based on one or more of the following criteria:

2.1.1. Rotational selection among all Contractors, unless otherwise determined by the OWNER.

2.1.2. Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.

2.1.3. Balancing Job Order volume among Contractors.

2.1.4. Price, as determined by the Adjustment Factors of the Contractors.

2.1.5. Limitations posed by bonding capacity of the Contractors.

2.1.6. Other appropriate criteria as deemed in the best interest of the Owner.

3. CONTRACTOR'S PERSONNEL

3.1. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Owner and shall have a cell phone at which he or she can be reached at all times.

3.2. The Contractor shall have an office in the State of Arizona. An office is evidenced by a verifiable United States Postal Service (USPS) mailing address, telephone number, and possession of appropriate business licenses.

3.3. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Owner of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the Owner, the Contractor is not providing a sufficient level of supervision, the Owner may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the Owner.

4. ORDER OF PRECEDENCE OF CONTRACT DOCUMENTS

- 4.1. In the event of conflicting provisions within the Job Order Contract, the following order of precedence with item “a” representing the highest precedence, for resolution of the conflict shall apply:
 - 4.1.1. Contract Modifications (later takes precedence over earlier)
 - 4.1.2. Agreement
 - 4.1.3. Addenda (later takes precedence over earlier)
 - 4.1.4. Job Orders (including Detailed Scopes of Work, Job Order Proposals, and any Supplemental Job Orders)
 - 4.1.5. JOC Special Conditions
 - 4.1.6. Invitation for Bid
 - 4.1.7. General Terms and Conditions
 - 4.1.8. Owner Division One and Terms and Conditions
 - 4.1.9. The Construction Task Catalog©
 - 4.1.10. Gordian Technical Specifications

5. PROCEDURE FOR ORDERING WORK

5.1. CONDUCT THE JOINT SCOPE MEETING

- 5.2. 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.
- 5.3. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non-Prepriced Task.
- 5.4. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum:
 - 5.4.1. The work to be performed
 - 5.4.2. Presence of hazardous materials
 - 5.4.3. Job Order specific Insurance (if any)
 - 5.4.4. Required permits – including drawings for permits
 - 5.4.5. Long lead time materials
 - 5.4.6. Protocol for workers entering the site
 - 5.4.7. Staging area and areas that are off-limits

- 5.4.8. Construction schedule and work hours – with critical milestones and phasing requirements
 - 5.4.9. Controlled inspections, testing requirements
 - 5.4.10. Value Engineering suggestions
 - 5.4.11. Organization of Price Proposal – by location, by corner, etc.
 - 5.4.12. Due Date for Detailed Scope of Work and for Price Proposal
- 5.5. 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 Request for Proposal 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 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.
- 5.6. 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.
- 5.7. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

6. PREPARATION OF A JOB ORDER PROPOSAL

- 6.1. The Contractor's Job Order Proposal shall include, at a minimum:
- 6.1.1. Job Order Price Proposal;
 - 6.1.2. Support documentation for Non-Prepriced Tasks;
 - 6.1.3. Required drawings or sketches;
 - 6.1.4. List of anticipated Subcontractors including a MBE/WBE Certification;
 - 6.1.5. Construction schedule;
 - 6.1.6. Other requested documents.
- 6.2. The Job Order Price shall be the value of the approved Job Order Price Proposal.

6.3. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

6.4. The Contractor will prepare Job Order Price Proposals in accordance with the following:

6.4.1. Prepriced Task: The Contractor shall select the appropriate Prepriced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Prepriced Task. The Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.

6.4.2. Non-Prepriced Task: A task that is not set forth in the Construction Task Catalog®.

6.4.2.1. The final price submitted for Non-Prepriced Tasks shall be according to the following formula:

For Non-Prepriced Tasks Performed with Contractor's own forces:

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The hourly, weekly, or monthly 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.

Total for Non-Prepriced Tasks performed with Contractor's own forces = (A+B+C) x Non-Prepriced Task Adjustment Factor

For Non-Prepriced Tasks Performed by subcontractors:

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

D = Lowest of three subcontractor quotes

Total for Non-Prepriced Tasks performed by subcontractors = D x Non-Prepriced Task Adjustment Factor

6.4.3. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:

6.4.3.1. Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.

6.4.3.2. 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 Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes 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.

- 6.4.3.3. After a Non Pre-priced Task has been approved by the OWNER, the Unit Price for such task will be established, following approval by the OWNER, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
 - 6.4.3.4. The OWNER's determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- 6.5. Whenever, because of trade jurisdiction rules or small quantities, the cost of a minor task in the Job Order Price Proposal is less than the cost of the actual labor and material to perform such task, the OWNER may permit the Contractor to be paid for such task as a Non Pre-priced Task, or use Pre-priced labor tasks and material component pricing to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or other work for that trade cannot be scheduled at the same time and the final charge does not exceed \$1,000.
 - 6.6. 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 therefor. 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 Owner, 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 to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable.
 - 6.7. The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.
 - 6.8. The Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the Contractor's Job Order 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.
 - 6.9. In immediate response 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 Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.
 - 6.10. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
 - 6.11. By submitting a Job Order Proposal to the OWNER, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the price submitted. It is the Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the OWNER.

- 6.12. 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.
- 6.13. In the event the Contractor is required to work in a secured facility or location where labor, materials, and equipment must be inspected, the Contractor will be permitted to add labor hours to the Job Order Price Proposal to account for lost time as a result of such inspection.

7. REVIEW OF THE JOB ORDER PROPOSAL AND ISSUANCE OF THE JOB ORDER

- 7.1. The OWNER will evaluate the entire Job Order Price Proposal and compare these with the OWNER's estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed. All incomplete Job Order Proposals will be rejected. The Owner will review the Price Proposal to determine the accuracy of the Prepriced Tasks, quantities, Adjustment Factors, and Non-Prepriced Tasks.
- 7.2. 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:
 - 7.2.1. Will constitute or create a hazard to the work, or to persons or property;
 - 7.2.2. Will not produce finished Work in accordance with the terms of the Contract; or
 - 7.2.3. Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- 7.3. The OWNER reserves the right to reject a Job Order 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 the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the OWNER.
- 7.4. By submitting a Job Order Proposal to the OWNER, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the OWNER.
- 7.5. It is the Contractor's responsibility to include the necessary Prepriced Tasks and Non-Prepriced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the Owner.
- 7.6. If the Job Order Proposal is found to be complete and accurate, The Owner may issue a Job Order to the Contractor.
- 7.7. The Job Order signed by The Owner and delivered to the Contractor constitutes The Owner's acceptance of the Contractor's Job Order Proposal.

- 7.8. 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 shall be the value of the approved Price Proposal.
- 7.9. All clauses of this Contract shall apply to each Job Order.
- 7.10. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
- 7.11. The Owner, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures for ordering work.
- 7.12. The Owner may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with The Owner. The Owner may perform such work by other means.
- 7.13. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work,
- 7.14. Each Job Order provided to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Contract shall be applicable to each Job Order. The Job Order, signed by the OWNER and delivered to the Contractor constitutes the OWNER's acceptance of the Contractor's Job Order Proposal. A **signed** copy of the Job Order will be provided to the Contractor.
- 7.15. 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 Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures. Contractor must submit to the Owner's Representative, their emergency procedure/ safety plan prior to starting work. Contractor must be responsible for quality assurance and quality control.

8. CHANGES IN THE WORK

- 8.1. The OWNER, without invalidating the Job Order, may order changes in the Work by altering, adding to or deducting from the Work, by issuing a Supplemental Job Order.
- 8.2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders
- 8.3. Credits for Pre-priced and Non Pre-priced 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 Job Order Price Proposal.

9. CONTRACT MODIFICATIONS

9.1. Changes to the Contract may be accomplished after execution of the Contract and without invalidating the Contract, by Contract Change Order.

10. LIQUIDATED DAMAGES

The values/damages listed below are representative of approximate liquidated damages for values listed. However, the College has the option to provide for the assessment of liquidated damages in relation to the Work to be performed under any specific Job Order. If liquidated damages may be assessed on any particular Project, applicable provisions will be set forth in the specific Job Order. At the sole discretion of the OWNER, liquidated damages will be assessed, if at all, on a Job Order-by-Job Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Completion Time, the amount per calendar day specified in following table, or as determined in the Specified Job Order, Schedule of Liquidated Damages, will be deducted from any money due the Contractor, not as a penalty but as liquidated damages; provided however that due account shall be taken of any adjustment of the Job Order Completion Time as provided for elsewhere in this Contract.

<u>Value of Job Order</u>	<u>Liquidated Damages</u>
\$0 to \$10,000	\$100/Day
\$10,001 to \$50,000	\$250/Day
Over \$50,000	\$500/Day

11. PAYMENTS

11.1. The OWNER will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the OWNER may make partial, monthly payments based on a percentage of the work completed.

11.2. Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the detailed Scope of work and the dollar value for which the Application for Payment may be submitted.

12. LICENSE REQUIREMENTS

12.1. The Contractor and its subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations or rules. The Contractor shall upon request at any time during the term of this Contract submit to the Owner evidence that it and its subcontractors hold the required licenses.

13. AS-BUILT DRAWINGS

- 13.1. If the Contractor is provided, or prepares, drawings as part of the Detailed Scope of Work, then as the Detailed Scope of Work progresses the Contractor shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.

14. PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

Performance and Payment Bonds shall be required on all Job Orders in excess of \$50,000. Each of these bonds will be required ONLY from the awarded Contractor upon award of a specific Job Order in excess of \$50,000; unless, the scope of the work and the associated risk deem that requiring bonding for projects less than \$50,000 is in the best interest of the College.

Additionally, prior to the award of the Contract, the Contractor shall provide a Letter of Bond Ability by a Surety licensed to do business in the State of Arizona declaring the Contractor has the ability to bond up to the maximum amount of the awarded contract(s).

15. ANNUAL UPDATE OF THE CONSTRUCTION TASK CATALOG®

- 15.1. The Unit Prices in the Construction Task Catalog® issued as part of the bid documents will be in effect for the first year of the Contract.
- 15.2. Approximately thirty (30) days before the anniversary of the effective date of the Contract, the Unit Prices in the Construction Task Catalog® will be updated and provided to Contractor for review.
- 15.3. The updated Unit Prices will take effect on the anniversary date of the Contract. The updated Unit Prices will be effective for one year and will only be used for Job Orders issued during that year.
- 15.4. The Adjustment Factors bid will remain in effect for the duration of the Contract.
- 15.5. The Contractor shall use the Construction Task Catalog® in effect on the date the Price Proposal is due.
- 15.6. The Contractor cannot delay submitting a Price Proposal to take advantage of a scheduled Unit Price update of the Construction Task Catalog®. In that event, the Contractor shall use the Unit Prices in the Construction Task Catalog® that would have been in effect without the delay.

16. KEY PERSONNEL

- 16.1. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Owner and shall have a cell phone at which he or she can be reached at all times.
- 16.2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Owner of a substitute Superintendent. **At all times, the Contractor shall provide at least one Superintendent for every four Job Orders.** Whenever, in the sole discretion of the Owner, the Contractor is not providing a sufficient level of supervision, the Owner may direct

the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to the Owner.