

MODIFICATIONS TO THE GENERAL CONDITIONS:

Article 1 – Definitions:

Supplement the existing definitions with the following:

Acceptance – When the Project/job order is completed in all respects in accordance with the Plans and Specifications, and the Contract has been otherwise fully performed to the full satisfaction of the University.

Adjustment Factor (AF) - The Contractor’s price adjustment to the unit prices as published in the Unit Price Book. Contractors must propose six (6) Adjustment Factors, for work to be accomplished at academic/institutional locations or for medical locations, during normal working hours, premium hours, or other than normal working hours.

NOTE: Adjustment Factor may also be known as (coefficient or factor)

Campus – Locations that are designated on the building list as “Campus” as opposed to “Healthcare.”

Change Order – See Supplemental Job Order.

Construction Administrator - The person or department delegated by the University to manage the construction phase of a Job Order. Also referred to as the UK Project Manager.

Construction Inspector - The inspector on the Project Site who receives administrative direction from the University.

Detailed Scope of Work (DSOW) - The complete description of services to be provided by the Contractor pursuant to an individual Job Order. The scope of Work may include a narrative written description of the Work, partial design documents, or full design documents, depending on the complexity of the specific Project.

Directed - ‘Directed,’ ‘required,’ ‘permitted,’ ‘ordered,’ ‘designated,’ ‘selected,’ ‘prescribed’ or words of like import used in the specifications or in the Contract Documents to mean respectively the direction, requirement, permission, order, designation, selection, or prescription of the Construction Administrator, and similarly the words ‘approved,’ ‘acceptable,’ ‘satisfactory,’ ‘equal,’ ‘necessary’ or words of like import to mean respectively, approved by, or acceptable or satisfactory to, or equal, or necessary in the opinion of the Construction Administrator.

Emergency Job Order – Work that falls within the parameters of the University definition of “Emergency Purchase”. Typically, the contractor is given a “Not to Exceed” written authorization to perform emergency services as directed in writing by University Staff. All additional work outside of the emergency services will follow typical work /job order workflow and all requirements of the master contract and general conditions.

EULA – End User License Agreement, CannonDesign/FOS form users of Simplebid® will read and sign for access to the software. There is NO fee to contractors for use of Simplebid.

Healthcare Facilities – Also referred to as medical facilities. Locations on the building list that are designated as “Healthcare” as opposed to “Campus.”

Job Order – Individual scope of work as identified by the UK Project Manager. A document that describes the Work to be accomplished under this Contract. The UK Project Manager will be responsible for the development of the Job Order as well as the supervision and acceptance of the Work contained within the Job Order description. The UK Project Manager will review the Contractor’s Job Order Price Proposal for each Job Order requested and, if acceptable, shall issue a Job Order for the Work described therein. Each Job Order will include, at minimum, a Detailed Scope of Work including the

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list of subcontractors and suppliers, a lump sum, firm fixed Job Order Price Proposal from the Contractor, a duration schedule for the completion of the Work and any special conditions that might apply to that specific Job Order, such as liquidated damages.

Job Order Completion Time – The period of time set out in Calendar Days, established in the Job Order where the Work must be completed. The Job Order Completion Time may be adjusted by time extensions through Supplemental Job Orders. Duration, Construction Start/Stop will be listed on the Notice to Proceed (NTP).

Job Order Contract (JOC) – An indefinite quantity type Master Contract designed to accomplish multiple small to medium construction projects/job orders based on an adjustment factor applied to a unit price book of construction scopes.

Job Order Consultant – FOS of CannonDesign or designated Account Manager.

Job Order Contractor – The person or entity who will or has entered into a contract with the University and assumes the risk for construction of the Project and/or Job Orders, and who will provide consultation and collaboration regarding construction throughout the term of their participation in the Job Order Contracting program. The Job Order Contractor shall execute and hold all construction subcontracts for each awarded Job Order. In every instance where the term “Contractor” and “General Contractor” are used in any contract document for the Job Order Contracting program, these terms shall be understood to mean the Job Order Contractor.

Job Order Price – The amount a Contractor will be paid for completing a Job Order.

Job Order Price Proposal – A price proposal prepared utilizing the Unit Price Book (UPB) by the Contractor that includes the Pre-Priced Tasks, designated by the University, non-Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work. See ‘Proposal.’

Job Order Price Proposal Package (PPP) – A group of forms packaged for final approval to submit for a Purchase Order. This will include 1. Job Order Authorization Form signed, 2. Detailed Scope of Work signed, 3. Price Proposal signed, 4. Plans/Drawings (if available), 5. Subcontractor Listing Form, 6. Certificate of Insurance (if needed), 6. Bond (if needed). All required forms must be provided to and accepted by the University prior to issuance of any Purchase Order and Notice to Proceed.

Joint Scope Meeting (JSM) – A Site meeting to discuss the work before the Detailed Scope of Work is finalized. Attended by University Staff and Contractor. If needed, University Consultants and or Architect (design professionals). Joint Scope Meeting (JSM) are the backbone of determining scope of work, reviewing existing plans, drawings, written scope by University, photos or project specific details/specs. (See Joint Scope Meeting Minutes JSMM)

Joint Scope Meeting Minutes (JSMM) – Written notation of discussions held onsite with University PM, other University Staff, JOC Contractor, sub-contractors if needed, Design Professional and University Consultant. These JSMM may be distributed for review/signature approval to general scope of work. The JSMM may be issued to JOC Contractor with Request for Job Order Price Proposal (RFP). JSMM are typically signed by University, Contractor and JOC Consultant following the JSM.

New Item Request (NIR) – The process in which work order tasks are not available in the current Unit Price Book (UPB). As identified, the NIR can be created either by University Staff or awarded JOC Contractor immediately upon identifying a need to add UPB line items.

New Items - Those units of Work that are not included in the Unit Price Book but are within the general scope and intent of this Contract and may be included into the Contract as needs arise. Such Work requirements as shall be incorporated into and made a part of this Contract for the Job Order to which they pertain, and may be incorporated into the Unit Price Book, if determined appropriate by the University, at the base price determined in this Contract. Non-pre-priced

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tasks shall be separately identified and submitted in the Job Order Price Proposal. Adjustment factors will be applied to all New Items at the appropriate factor for the time frame/location of work to be performed.

It is the responsibility of the contractor to request pricing for a new item within the process of work order scoping and/or JOC price proposal development. Requests for new pricing will be reviewed by the Simplebid Team and Agency. If a suitable substitute item is not available and a new item has been determined to be necessary, the Simplebid Team must forward the request(s), with information in the approved format, for pricing consideration.

Approved New items will be added to the existing approved Simplebid Unit Price Book and be made available for use within the predetermined contractually specified timeframe agreed upon between the Agency and the Simplebid Team. Timing for the processing of new item requests have been agreed upon in advance between the Agency and the Simplebid Team. The Contractor acknowledges and understands that the decision to add or reject a new item is in the sole discretion of the Agency and the Simplebid Team and that there is no guarantee that a request made by the Contractor for pricing a new item will be granted. Also see rulebook section, "New Items."

Normal Working Hours - Monday - Friday; 7:00AM - 5:00PM prevailing time.

Notice to Proceed - Written notification from the University identifying the beginning and ending date of the Job Order Master Contract. In reference to a Work Order issued under the Job Order Contract, it is written authorization from the University for the Contractor to commence a Work Order that also specifies start and completion dates for that Work Order.

Not to Exceed – May be a dollar limit determined by the University in the event of an emergency work authorization issued to a JOC Contractor.

Other Contractor - Any individual, firm, or corporation (other than the Contractor) having a Contract with the University, for Work at or near the Project Site.

Other Than Normal Working Hours – Work hours that do not occur during Normal working hours or during Premium working hours.

Owner - The University of Kentucky.

Premium Working Hours - Hours worked on the following days: New Year's Day, Martin Luther King Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Pre-Priced Task - A unit of Work included within the Unit Price Book for which a unit price has been established.

Project Limit Lines - The geographical boundaries of a Project, as more fully identified and described in the Job Order.

Project Site - The area where the Work will be performed.

Proposal Review – This is a formal review of JOC contractors submitted price proposal for a specific scope of work on a JOC work order.

Purchase Order – A document provided by the University for a specific Approved Job Order Proposal Package for a single Job Order.

Request for Job Order Price Proposal - The University's invitation for a Proposal for a specific Job Order, hereafter, 'Request for Proposal' or 'RFP'. Deadlines for proposals are 14 calendar days unless otherwise noted within the RFP.

Simplebid® - A CannonDesign/FOS software platform in which University / JOC Contractor utilize for Job Order Contracting to process individual Job Orders. Specific Contract and Project information is held inside Simplebid pertaining to each Job Order. Contractors will utilize Simplebid for Price Proposal preparation and submissions to University Staff or designated consultant. Reporting and Forms also come out of Simplebid. NOTE: The University

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will/may utilize additional software programs to fully execute these JOC Contracts for Contractor invoicing, payments, record keeping, contractor reporting.

Site - The area specified in the specific, discrete Job Order made available for the Job Order Contractor's operation.

State - The State of Kentucky (or Commonwealth of Kentucky)

Subcontractor - Any person or firm, other than the employees of the Contractor, who contracts with the Contractor or another subcontractor to furnish labor, or labor and materials, at the Work Site or in connection with the Project with appropriate license for the Work to be accomplished.

Supplemental Job Order - A written agreement entered into after the award of the original Job Order that alters or amends the Work Order. Changes in the Work requested are accomplished by the issuance of a supplemental Work Order. Changes involving extensions of time, adjustment for net credits, and minor additive changes are also accomplished by issuance of a Supplemental Work Order to the original Job Order.

Supplier or Vendor - Any person or business entity that contracts with the Contractor to provide materials or equipment.

University - The University Kentucky upon which the Work is located and the University President and other University officers and employees acting within the scope of their duties.

Unit Price - The price published in the Unit Price Book for a specific construction or construction-related task. The unit prices are fixed for the duration of the Contract, or as modified by the terms outlined in the Contract. Each unit price is comprised of the labor, equipment, and material costs to accomplish that specific task.

Unit Price Book - A comprehensive listing of specific construction related tasks together with a specific unit of measurement and a unit price. The Unit Price Book is updated no less than annually, and as new items are added, and can be updated as proposed by the JOC Consultant and accepted by the University. Also see rulebook section, "Unit Price Book."

Article 17 - Superintendent – Supervision

Modify 17.2 to read: The General Contractor shall have a competent superintendent on the Project site at all times during the process of the Work, unless released by Owner in writing to roam multiple Job Orders.

Article 18 – Changes in the Work:

Add: The UK Project Manager, without invalidating a Job Order, may direct changes in the Work within the general scope of the Job Order, consisting of additions, deletions or other revisions. All such changes in the Work will be authorized by Supplemental Job Order. Credits for 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.

A Supplemental Job Order will follow the same procedure for ordering work as a Job Order

Article 21 – Delays and Extension of Time:

Add: A time extension form may be used to reflect allowed time extensions to existing Job Orders.

MODIFICATIONS TO THE SPECIAL CONDITIONS:

Add to Article 01 General Information:

- 1.4 The terms “General Contractor” and “Construction Manager” refer to the “JOC Contractor.”
- 1.5 The term “JOC Consultant” refers to the “FOS Account Manager.”
- 1.6 “JOC” means “job order contracting.”

Insert Article 03 – Job Order Contractor Procedures:

Admin Procedure No. 1 Correspondence

A. Identification of Correspondence

1. Correspondence includes letters, transmittals and memoranda, any of which may have forms attached to them.
2. All correspondence should be digital.
3. All correspondence shall include the Project Number, as assigned by the UK Project Manager, and the JOC Contract Number the project has been entered under. Following is an example of proper identification:

Project No. (Year and #) – (Trade) – (CMPD or Med) – (Project Number) – (Job Order Number)
UK-XXXX-25

Contract No. 24XXXXXXXXX

Contract # (UK comptroller # included), Project # (numerical – 01-99 exp.) , Job Order # (numerical 001-009 exp.)

An ER at the end of the Project Number will signify an Emergency Project.

B. Addressing and Distribution of Correspondence

1. Correspondence shall be copied to the UK Project Manager, the JOC Contractor, the design professional (if applicable), and the JOC Consultant/Account Manager. Addressed in the following manner with the distribution to include at a minimum, as indicated:

Administrative Procedure No.2: JOC Program Orientation Meeting

A. Orientation Meeting

1. The JOC Account Manager will set the time, date, and place for the Orientation Meeting, which will be no later than the thirty (30) days following the Effective Date of the Contract. The JOC Contractor is required to attend the JOC Program Orientation Meeting.
2. Personnel from the JOC Contractor's office, such as the principal of the firm, project managers, and project superintendents must attend the meeting.
3. During the Orientation Meeting, the UK Project Manager, in concert with the JOC Consultant, shall conduct the order of business and discuss specific requirements of the Contract.
4. Agenda for the Orientation Meeting will include
 - a. Introduction of attendees.
 - b. Explanation of Administrative Procedures and associated forms (Sample project example will be provided).
 - c. The JOC Consultant will schedule individual training for JOC Contractors on access to and use of the Simplebid JOC platform.
 - d. Review of Procedure for Ordering Work and Procuring Individual Job Orders
 - (1) University notifies FOS Account Manager of project need.
 - (2) FOS Account Manager Project Notification and Assignment.

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- (3) Preliminary Joint Scope Meeting.
- (4) Joint Scope Meeting.
- (5) Owner or Consultant Preparation of the Design (if required).
- (6) Preparation of the Job Order Proposal.
- (7) Review of the Job Order Proposal.
- (8) Issuance of the Purchase Order.
- (9) UK PM issues NTP.
- e. Review of the Simplebid Unit Price Book.
 - (1) Guidelines to applying the Simplebid Unit Price Book.
 - (2) Review of the Rulebook.
 - (3) Commonly Used Items and Section Notes.
 - (4) New Item Request Process.
- f. Question an Answer Period & Open Discussion.

Administrative Procedure No.3 JOC Procedure For Ordering Work

A. Initiation of a Job Order

1. As the need exists, the UK JOC Coordinator will initiate a Job Order through the JOC software. Access to the software will be granted to authorized UK Project Manager users. The JOC Consultant will contact the UK Project Manager to discuss the parameters of the Work upon receipt of a project initiation request. This initial request shall include but is not limited to:
 - a. UK Project Manager Email
 - b. UK Project Manager Phone Number
 - c. Contract Information
 - d. Facility Information
 - e. Site/Building Name
 - f. Facility Address
 - g. Budget Estimate
 - h. Project Title
 - i. Project Information
 - j. Scope of Work
 - k. Project Type
 - l. Project Trades
 - m. Is this a historical facility?
 - n. Anticipated Start Date
 - o. Anticipated duration days
2. The JOC Consultant will notify the appropriate JOC Contractor based on budget, campus/building knowledge, and/or trade. The JOC Consultant will schedule a preliminary Joint Scope Meeting and submit Preliminary Joint Scope Meeting notes. The attendees will have up to 48 hours to respond to the meeting notes. After which time The JOC Consultant will schedule a Joint Scope Meeting.

B. Joint Scope Meeting

1. The JOC Contractor, JOC Consultant, and UK Project Manager shall attend the Joint Scope Meeting and discuss, at a minimum:
 - a. General scope of work and overall job order requirements.

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- b. Identification of the JOC Contractor
 - c. Date on which the design documents are due, if applicable.
 - d. Requirements for professional services, sketches, drawings, and specifications.
 - e. Requirements for catalog cuts, technical data, samples, and shop drawings.
 - f. Access to existing as built drawings or any relevant documentation related to the project scope.
 - g. Schedule, to include the construction duration.
 - h. Budget
 - i. Discuss any special requirements based on the funding to be utilized for the Job Order
 - j. Permitting.
 - k. Measurements and quantities sufficient to enable the preparation of a unit price proposal. The JOC Consultant, JOC Contractor, and UK Project Manager representatives will walk the project site and together capture and document as much unit of measure and quantity detail as possible to be noted in Joint Scope Meeting minutes. Example: Square footage of parking lot to be constructed, Linear feet of fence to be constructed.
 - l. Presence of hazardous materials and hazardous reports if available.
 - m. Material identification and lead time considerations.
 - n. Site access considerations to include protocol for admission.
 - o. Staging Area
 - p. Disposal and reuse of materials.
 - q. Accessibility concerns and hours of operation
 - r. Access to mechanical and plumbing systems
 - s. Access to utility infrastructure
 - t. Liquidated Damages
 - u. Subcontractors
 - v. Required forms
 - w. Date on which the Job Order Proposal is due. The due date will be fourteen (14) calendar days after the request for proposal is sent to the contractor unless otherwise agreed upon as documented in the Joint Scope Meeting minutes, or if a New Item Request (NIR) is needed.
2. The JOC Consultant will document, in writing, details and discussion from the Joint Scope Meeting. The Joint Scope Meeting minutes will be documented using a Joint Scope Meeting minutes template to include all items referenced in the above section.
 3. The JOC Consultant will distribute the Joint Scope Meeting minutes to the UK Project Manager, Construction Manager and JOC Contractor. The UK Project Manager and JOC Contractor will each sign and date the Joint Scope Meeting minutes. Unless objected to within seven (7) calendar days the Joint Scope Meeting minutes will become final.
 4. Upon completion of the joint scoping process, the JOC Consultant will prepare a draft Detailed Scope of Work referencing any sketches, design documents, photographs, and specifications required to document accurately the work to be accomplished. The JOC Contractor shall review the Detailed Scope of Work and request any required changes or modifications. The JOC Contractor shall sign the acceptable Detailed Scope of Work and then the JOC Consultant will distribute to the UK Project Manager and JOC Contractor. The UK Manager will sign and date the Detailed Scope of Work and send it back to the JOC Consultant for Distribution. After receiving the signed Detailed Scope of Work, the JOC Consultant will issue a Request for Job Order Proposal that will require the JOC Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the JOC Contractor and the UK Project Manager, will be the basis on which the JOC Contractor will develop its Job Order Proposal and the JOC Consultant will evaluate the same. The JOC Contractor has 14 calendar days to provide the JOC Consultant with the completed Request for

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Proposal, unless a due date was previously established during the Joint Scoping Meeting and captured in the meeting minutes.

5. In situations where the UK JOC Coordinator authorizes an emergency procurement using a signed declaration of emergency, the UK JOC Coordinator must enter the project in the JOC Consultant's project initiation portal within 24 hours of the declared emergency. A Joint Scoping Meeting and the development of a Detailed Scope of Work as defined by Administrative Procedure Number 4 should be completed as soon as possible after the emergency is declared, to include any work completed prior to the meeting.
6. If during an after-hours emergency event, one JOC Contractor cannot successfully be reached utilizing their emergency contact, the UK Project Manager will contact an alternate JOC contractor of the same discipline. The University will keep a record of unsuccessful attempts to reach the JOC contractor.

D. Preparation of the Job Order Proposal

1. The JOC Contractor's Job Order Proposal shall include, at a minimum:
 - a. Job Order Price Proposal with notes and justification for each line item
 - b. Required drawings or sketches
 - c. Construction duration
 - d. Performance and Payment Bonds for the Job Order in a form acceptable to the University.
 - e. Certificate of Insurance (if required for special coverage as required by University Risk Management).
 - f. List of Anticipated Subcontractors.
Substitutions Not Optional. The JOC Contractor shall not substitute a subcontractor named on the Job Order Price Proposal without prior notification and approval of the University Project Manager. Any notification for a substitution of a listed subcontractor shall be in writing and the reason fully set forth therein. The reason shall demonstrate real cause and evidence good faith by the Job Order Contractor. This shall not be construed to waive the Job Order Contractor's rights to later substitute a subcontractor for the failure of that proposed subcontractor to accept a contract from the Job Order Contractor, failure to perform in a satisfactory manner per the requirements of the contract or any other legal rights of the Job Order Contractor to manage and coordinate subcontractors.
 - g. Other requested documents as determined by UK Project Manager, listed on Detailed Scope of Work.
3. The Job Order Price shall be the value of the approved Job Order Price Proposal.
4. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each task (unit price x quantity x Adjustment Factor).
5. The JOC Contractor will prepare Job Order Price Proposals in accordance with the following:
 - a. Pre-price Task: A task described in and for which a unit price is set forth in the Simplebid Unit Price Book.
 - b. New Item Request (NIR) Task: Where items do not appear to exist within the Simplebid Unit Price Book, the JOC Contractor shall contact the assigned JOC Consultant Account Manager

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for guidance. The JOC Consultant Account Manager will recommend the use of a Simplebid Unit Price Book line item or line items to be used based on the Detailed Scope of Work. If there are no line items in the Simplebid Unit Price Book to recommend, the JOC Consultant Account Manager may direct the JOC Contractor to use the Simplebid New Item Request (NIR) tool.

- c. Hourly Rates will not be allowed unless requested in writing by the UK project manager. Any line item that is not authorized by the UK project manager and JOC Consultant prior to use will be removed during review.

Upon accessing the NIR tool, the JOC Contractor will be asked for information such as expected quantities, expected labor, material and equipment pricing, expected make or model information and other notes that describe the item being requested.

The JOC Contractor also has the option to upload digital files including manufacturer's data sheets, specifications, and other relevant documents and information. Based on the information provided, the JOC Consultant Account Manager may contact the submitting JOC Contractor for additional information about the requested item. If the JOC Consultant Account Manager has sufficient information regarding the NIR, the task will be priced by the JOC Consultant's cost estimating team and added to the current version of the Simplebid Unit Price Book.

6. JOC 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 JOC Contractor is required to pay an application fee for filing a project or any other permit fee to a municipality, State, or some other governmental or regulatory agency, then the amount of such fee paid by the JOC Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The JOC Contractor shall submit written documentation of such fees. The cost of expediting services or equipment use fees are not reimbursable unless requested in writing by the UK Project Manager.
7. The JOC Contractor's Job Order Proposal shall be submitted by the date indicated on the Request for Job Order Proposal. All incomplete Job Order Proposals shall be rejected. The time allowed for preparation of the JOC Contractor's Job Order Proposal will not exceed (14) fourteen days, unless otherwise agreed upon and written in the Joint Scope Meeting minutes. On complex Job Orders, such as Job Orders requiring engineering/architectural drawings and approvals and permits, a request for price proposal will not be sent until an AHJ accepts the final design. Failure to submit the Job Order Proposal by the required date may result in the JOC Contractor may affect future Job Order opportunities for the JOC Contractor.
8. By submitting a Job Order Proposal, the JOC Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the price submitted. It is the JOC 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 UK Project Manager
9. If the JOC Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be promptly submitted so that the submittal of the Job Order Proposal is not delayed.

E. Review of the Job Order Proposal and Issuance of the Job Order

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1. The JOC Consultant will evaluate the entire Job Order Price Proposal and compare these with the UK Project Manager estimate of the Detailed Scope of Work to determine the reasonableness of approach, including the appropriateness of the tasks and quantities proposed.
2. The JOC Consultant may request changes to the Job Order Proposal. If requesting changes, the JOC Consultant will notify the JOC Contractor of the proposed changes, at which point, the JOC Consultant and JOC Contractor will discuss the proposed revisions and agree on the changes to the Job Order Proposal. If a revised Job Order Proposal is required, and unless otherwise stated by the JOC Consultant, the revised Job Order Proposal shall be due no later than forty-eight (48) hours after the agreement on the changes. The JOC Contractor shall revise the Job Order Proposal and resubmit it on or before the due date.
3. The UK Project Manager and/or the JOC Consultant reserves the right to reject a Job Order Proposal or cancel a Project for any reason. The UK Project Manager also reserves the right not to issue a Job Order if it is determined to be in the best interest of UK or the UK Project Manager. The UK Project Manager may perform such work by other means. The JOC 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 UK Project Manager.
4. Upon any task or price discrepancies, the JOC Consultant reserves the right to conduct a Joint Price Proposal Review which must be attended by the JOC Contractor, and the UK Project Manager. Should any task or price discrepancies be unresolved, the JOC Consultant has the final determination on the application of the Unit Price Book as it relates to the Job Order Proposal.
5. By submitting a Job Order Proposal, the JOC Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for Job Order Proposal at the lump sum price submitted. It is the JOC Contractor's responsibility to include the necessary tasks and quantities in the Job Order Price Proposal prior to delivering it to the JOC Consultant.
6. Each Job Order provided to the JOC 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 Purchase Order delivered to the JOC Contractor constitutes the UK Project Manager acceptance of the JOC Contractor's Job Order Proposal.
7. Job Orders that remain active for more than 90 days, with an approved proposal and without a Purchase Order being created by the UK Project Manager may be subject to being marked as on hold.

F. Updates to the Simplebid Unit Price Book

1. The Simplebid Unit Price Book issued with the Request for Proposal will be in effect for the initial term of the Job Order Contract.
2. The Unit Price Book will be updated at the discretion of the University but no less than annually after the initial year. The Simplebid Unit Price Book accompanying each anniversary shall only apply to Job Orders issued “**after the effective date of that specific renewal option**” and shall have no impact on Job Orders issued prior to the effective date of that specific renewal option.

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3. The University reserves the right to allow for a grace period of no more than 45 days after the new Simplebid Unit Price Book is updated to allow for Job Order Proposals to be processed which were created from the previous Simplebid Unit Price Book.
4. **The Adjustment Factors submitted with the Financial Proposal as part of the Request for Proposal shall be used for the full term of the Job Order Contract.**

G. Job Order Contracting License

1. The University selected FOS of CannonDesign's (FOS) Simplebid job order contracting platform for the JOC program. The Simplebid platform includes FOS' proprietary Simplebid JOC software (JOC Application) and unit price book (Simplebid book), which shall be used by the JOC Contractor to prepare and submit Job Order Price Proposals, subcontractor lists, and other requirements specified by the University. The JOC Contractor shall be required to agree to the Simplebid End User License Agreement (EULA) via a click-through agreement upon logging into the Simplebid software. The Simplebid EULA may also be made available to JOC Contractors upon request.

Administrative Procedure No. 4 Initial Job Order Conference

A. Scheduling of the Initial Job Order Conference

1. With the exception of emergency projects, UK Project Manager will contact the JOC Contractor to schedule Initial Job Order Conference to discuss construction operations, activities, and sequence of events.
2. The JOC Contractor's Project Manager (or equivalent) is required to attend the scheduled Initial Job Order Conference. UK Project Manager, Design Professional (if applicable), and each Subcontractor submitted with the Job Order Proposal must also attend the meeting.

B. Initial Job Order Conference

1. The UK Project Manager will set the time, date and place for the Initial Job Order Conference, which will be scheduled prior to the Contractor mobilizing to the Project site.
2. The notice initiating the Conference shall be addressed to the JOC Contractor, with copies of the notice to the following:
 - Design Professional (if applicable)
 - UK Project Manager
 - JOC Consultant Account Manager
 - Project File
3. The Job Order Start Date is the date that a request is entered into Simplebid for purposes of calculating the Job Order Completion Time.
4. During the Initial Job Order Conference, the UK Project Manager shall conduct the order of business and discuss construction operations, activities, and sequence of events.
5. The UK Project Manager shall attach a separate sheet to the Initial Job Order Conference Report, indicating the names, addresses, and telephone numbers of the Design Professional (if applicable),

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UK Project Manager, and any other required entities. Distribution of the Initial Job Order Conference Meeting Report will be made by the UK Project Manager or designee, as follows:

All attendees and invitees as noted above as well as:

- JOC Consultant Account Manager
- Project File

6. The Submittal Schedule must be addressed at this Initial Job Order Conference (or earlier if authorized in a Letter of Intent) by the JOC Contractor and the Design Professional (if applicable) in accordance with the General Conditions for the JOC Contracts. The Submittal Schedule must be submitted by the Design Professional to the UK Project Manager on or before the first regular job conference held after the initial job order conference. The Submittal Schedule activities shall also be included, integrated, and tied to the logic of other activities in the Project Schedule by the JOC Contractor.

7. Agenda for the Initial Job Order Conference

a. Introduction of attendees.

b. Review of Special Requirements, which may include:

- (1) Protection of the Environment
- (2) Hazardous materials
- (3) Parking
- (4) Office for JOC Contractor
- (5) Temporary Heat
- (6) Existing Utilities
- (7) Working Hours
- (8) Operation and Maintenance Instructions/Manuals
- (9) Small Diverse Business / Veteran Business Enterprise Participation
- (10) Excavation
- (11) Roof Deck
- (14) Mobilization
- (15) Insurance Coverage
- (16) Weather or natural conditions related considerations
- (17) Supply chain or material concerns
- (18) Other

c. General Remarks

- (19) Safety
- (20) Coordination

d. General Information

- (21) Progress Photographs
- (22) Roof Bond/Warranties
- (23) Concrete
- (24) As-Built Drawings
- (25) Project Supervision
- (26) Miscellaneous

e. Permits, Fees, Notices

f. Establishment of date, time and location of the first regular job conference

g. Overview of General Conditions and Special Conditions

h. Draft Project Master Schedule

i. General Comments

Supplemental Conditions for JOC

8. The UK Project Manager shall prepare detailed meeting minutes based on the list of all topics to be included with the meeting agenda. The meeting minutes shall be distributed to the JOC Contractor and the JOC Consultant Account Manager.

Administrative Procedure No. 5 Job Conferences

A. General Information Concerning Job Conferences

1. The following representatives must attend Initial, Regular and any Special Job Conferences*:
 - UK Project Manager
 - The JOC Contractor Project Manager or equivalent
 - Design Professional Representative (if applicable)
 - JOC Contractor's Subcontractors as required
 - Special Job Conferences are scheduled by the UK Project Manager.
2. The UK Project Manager will keep a record and distribute the proceedings of Job Conferences. The meeting record – Job Conference Report – shall be distributed to each addressee listed on the record within five business days of the Job Conference.
3. Failure to attend any Job Conference is a violation of these Special Conditions. If the JOC Contractor does not attend a Job Conference, they may be subject to termination of the Job Order, unless absence is excused by the UK Project Manager.
4. The JOC Consultant is not under any contractual requirement to attend any job conferences.

B. Regular Job Conference

1. Job Conferences may be held as often as necessary, however, in no case less than bi-weekly.
2. The UK Project Manager, or designee, may conduct job conferences. The number of job conferences and interval between each conference will depend on the complexity of the Detailed Scope of Work. These job conferences shall be attended by those described above.
3. The agenda of a Regular Job Conference shall include, at a minimum, the following:
 - a. General Review of Previous Report
 - b. Unsatisfactory conditions and/or workmanship, as noted on previous Job Conference Reports, must be noted when corrected by the JOC Contractor in the minutes of the first report following the correction. The manner in which the correction was made should also be noted in the minutes. The unsatisfactory item will be included as an item in each report until the issue is corrected. General discussion of Job Conditions
 - c. Review of past due Shop Drawings
 - d. Review of outstanding Changes in the Work requiring Supplemental Job Orders
 - e. Review of Progress Schedule
 - f. Special attention will be given to items that are behind schedule.
 - g. Projected work for the next bi-weekly period
 - h. Delays

Supplemental Conditions for JOC

- i. The JOC Contractor should pay special attention to ensure that delays are documented on the Job Conference Reports since the UK Project Manager will review the minutes of the Job Conferences in reviewing the JOC Contractor's request for any Extension of Time.
 - j. General Information will be inserted onto the written Job Conference Reports, such as percentage of elapsed time for project, percentage of payment for project, percentage of job completion for project (based upon physical inspection), date, time and place of next job conference and name of person who prepared the Report.
4. Job Conference Reports will be distributed by the UK Project Manager to the following within five business days of the job conference.

C. Special Job Conferences

1. The UK Project Manager may call a Special Job Conference to consider any emergency or unusual job conditions.