

SUPPLEMENTAL GENERAL CONDITIONS FOR JOB ORDER CONTRACTING

The Commonwealth of Virginia General Conditions of the Construction Contract, Form DGS-30-054 (CO-7), are modified and supplemented as hereinafter described.

GENERAL PROVISIONS:

The General Conditions of the Construction Contract (CO-7) (the “General Conditions”) shall apply to the specific Job Orders as if each Job Order is a stand-alone project. In the event of default, this provision shall not limit the remedies available to either party relative to the entire Job Order Contract and those remedies may extend to Job Orders other than the specific Job Order where the default occurred.

SPECIFIC PROVISIONS:

The following provisions of these Supplemental General Conditions for Job Order Contracting (the “Supplemental General Conditions”) revise or replace the corresponding provisions of the General Conditions of the Construction Contract.

1. DEFINITIONS

a. **Revised Terms:** The following definitions of the General Conditions are changed as described below:

Contract: Replace “Contract” with “Job Order Contract” as defined below, except where the term is specifically replaced by “Job Order,” as described below.

Contract Completion Date: Replace “Contract Completion Date” with “Job Order Completion Date.”

Contract Price: Replace “Contract Price” with “Job Order Price” as defined below.

Change Order: This term refers to either “Job Order Change Order” that revises a specific Job Order (CO-9bJOC), or a “Job Order Term Contract Change Order” that revises the Job Order Term Contract (CO-9JOC).

Field Order: A written order issued by the Owner, which clarifies or explains the Detailed Scope of Work, or any portion or detail thereof, without changing the design, Job Order Price, or Job Order Completion Time.

Small Business Procurement Plan: The proposed percentage of small business participation in the Job Order Price submitted by the Contractor with the Job Order Proposal.

Time for Completion: Replace “Time for Completion” with “Job Order Completion Time.”

Work: The Detailed Scope of Work as set forth in a Job Order.

b. **New Terms:** The following terms are added as described below:

Adjustment Factor: A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.

Construction Task Catalog®: A published list of Prepriced Tasks developed and customized by The Gordian Group, Inc. specifically for Job Order Contracting in Virginia, priced locally using current labor, material, and equipment costs.

Detailed Scope of Work: A series of documents, including any Special Conditions, Plans, Specifications, or other documentation setting forth the work the Contractor is obligated to complete for a particular Job Order.

Estimated Annual Value: An estimate of the value of Job Orders that could be issued to the Contractor each year.

Job Order: A written order issued by the Owner requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order Price.

Job Order Change Order: A document (CO-11.1) issued on or after the effective date of the Job Order (CO-9bJOC) which is agreed to by the Contractor and approved by the Owner, and which authorizes an addition, deletion or revision in the Work, including any adjustment in the Job Order Price and/or the Job Order Completion Date. The term Job Order Change Order shall also include written orders to proceed issued pursuant to Section 38. A Job Order Change Order, once signed by all parties, is incorporated into and becomes a part of the Job Order.

Job Order Completion Date: The date by which the Contractor must complete the Detailed Scope of Work.

Job Order Completion Time: The time within which the Contractor must complete the Detailed Scope of Work.

Job Order Contract: The Job Order Term Contract (CO-9JOC), all Job Orders (CO-9bJOC) issued under that Job Order Term Contract, and the Contract Documents incorporated therein.

Job Order Contract Code (“JOC#”): A unique identifying number assigned to a specific Job Order Term Contract.

Job Order Contracting System License Fee: A licensing fee for using the applications and resources associated with job order contracting.

Job Order Number: A unique identifying number assigned to a specific Job Order.

Job Order Price: The value of the approved Price Proposal and the amount the Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.

Job Order Price Proposal: A price proposal prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.

Job Order Proposal: A set of documents including: (a) Job Order Price Proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.

Job Order Term Contract: The Term Contract between Owner and Contractor for Job Order Contracting (CO-9JOC).

Job Order Term Contract Change Order: A document (CO-11) issued on or after the effective date of the Job Order Term Contract (CO-9JOC) which is agreed to by the Contractor and approved by the Owner, and which authorizes an addition, deletion or revision in the Job Order Term Contract. The term Job Order Term Contract Change Order shall also include written orders to proceed issued pursuant to Section 38. A Job Order Term Contract Change Order, once signed by all parties, is incorporated into and becomes a part of the Job Order Term Contract.

Joint Scope Meeting: A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.

Maximum Contract Value: The cumulative total value of Job Orders for any one term established by *Code of Virginia* § 2.2-4303.2.

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

Normal Working Hours: Includes the hours from 7:00 a.m. to 4:00 p.m. Monday through Friday, except for Owner holidays.

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.

Prepriced Task: A task set forth in the Construction Task Catalog®, which includes a description of the task, a unit of measure, and a unit price.

Project: The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders.

Reimbursable Cost: Costs eligible for reimbursement with an Adjustment Factor of 1.0101 which are not included in a task as explained in the Job Order Contract or Construction Task Catalog®. These include, but are not limited to permits, special inspections, special insurance, additional warranties, tolls, etc.

Request for Job Order Proposal: A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.

Secure Facility: Any facility or area designated as a secure area, such as a correctional facility, with a secured perimeter where labor, materials, and equipment must be inspected and cleared for entry and/or within which facility security personnel must monitor the Contractor's operations.

Unit Price: The unit price published in the Construction Task Catalog® for a Prepriced Task.

6. TIME FOR COMPLETION

Change section 6(a) to: "The Job Order Completion Time shall be designated by the Owner on the Job Order. The Work must complete the Detailed Scope of Work within the Job Order Completion Time."

In section 6(b): Replace "Contract" with "Job Order."

8. CONTRACT SECURITY

Change section 8(a) to:

If required by the Owner as identified in the Special Conditions for a particular Job Order, the Contractor shall deliver to the Owner a Commonwealth of Virginia Standard Performance Bond, DGS-30-084 (CO-10) and a Commonwealth of Virginia Standard Labor and Material Payment Bond, DGS-30-088 (CO-10.1), each in the amount equal to one hundred percent (100%) of the Job Order Price. If more than one Surety executes a bond, each shall be jointly and severally liable to the Owner for the entire amount of the bond. Sureties shall be selected by the Contractor, subject to approval by the Owner. No payment on the Contract shall be due and payable to the Contractor until the bonds have been approved by the Owner and the Office of the Attorney General of Virginia. In order to facilitate review of the bonds by the Office of the Attorney General, the power of attorney from the surety company to its agent who executes the bond shall be attached to the bond, or, if not so attached, prior to the execution of the bonds by the surety, recorded in the Office of the Clerk of Court for the City of Richmond, Virginia, at the John Marshall Court Building, 400 North Ninth Street, Richmond, Virginia 23219.

If the Contractor is required to submit Commonwealth of Virginia Standard Performance Bond and Commonwealth of Virginia Standard Labor and Material Payment Bonds, the Owner shall reimburse the Contractor the actual cost of such bonds not to exceed two percent (2%) of the Job Order Price. The Contractor shall provide such documents as the Owner may require evidencing the actual cost of the bonds. The cost of such bonds shall be treated as a reimbursable task.

12. “ALL RISK” BUILDER’S RISK INSURANCE

The requirements of Section 12 shall apply to the individual Job Orders as if each Job Order is a stand-alone project.

15. ARCHITECT/ENGINEER’S STATUS

When a Job Order does not have an A/E, the Owner or its authorized representative shall perform the applicable duties that would otherwise be performed by the A/E.

19. SCHEDULE OF THE WORK

In section 19, throughout: Replace “Contract” with “Job Order.”

In section 19(a): Change the beginning of the first sentence of the second paragraph from:

Within two (2) weeks after the Contractor signs the Contract, unless otherwise extended by the Owner at the time of the signing, the Contractor shall . . .

to:

The Contractor, with its Job Order Proposal, shall . . .;

and, delete:

For Contracts with a Contract Price of \$1,500,000 or more, a “critical path method” schedule shall be utilized to control the planning and scheduling of the Work. The “critical path method” schedule shall be the responsibility of the Contractor and shall be paid for by the Contractor and shall satisfy the requirements of Section 20(c) below.

Delete section 19(c).

In section 19(e): Delete item number 2; and replace “‘critical path method’ schedule” with “schedule.”

22. SURVEYS AND LAYOUTS

Replace “Plans and Specifications” with “Detailed Scope of Work.”

23. PLANS AND SPECIFICATIONS

Replace and “Change Order” with “Job Order Change Order”; and delete section 23(b).

24. SUBMITTALS

Replace “Change Order” with “Job Order Change Order.”

26. EQUALS

Replace “Change Order” with “Job Order Change Order.”

36. PAYMENTS TO CONTRACTOR

In sections 36(d) and (g), replace “Contract” with “Job Order.”

38. CHANGES IN THE WORK

Change Section 38(a) to:

Job Order Change Orders: 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 Job Order Change Order.

Term Contract Change Orders: The Owner may at any time, by written order utilizing the Commonwealth of Virginia Change Order Form CO-11 and without notice to the sureties, make changes which are within the general scope of the Contract.

In making any change, the charge or credit for the change shall be determined by the Job Order Price Proposals for Job Order Change Orders.

The Job Order Change Order Price Proposal shall include credits for deleted Prepriced Tasks and Non-Prepriced Tasks. The value of those credits shall be equal to the value of the Prepriced Task or Non-Prepriced Task as it appeared in the approved Job Order Price Proposal for the original Job Order.

Work authorized under a unit price Job Order Change Order for work where it is impractical to establish those quantities in advance shall include a maximum “not-to-exceed” price. Such Job Order Change Orders shall be reconciled in accordance with Section 38(i) and a subsequent Job Order Change Order shall be issued to reflect the actual quantities of Work performed.

If the Owner issues a unilateral Job Order Change Order for a Job Order Price Proposal deemed acceptable by the Owner for the Work, the Contractor may object to the Job Order Price or the scope of the Job Order Change Order and, within fourteen (14) days of the issuance of the unilateral Job Order Change Order, file a claim for the disputed amount as provided for in Section 47.

Change Section 38(b) to:

The Contractor shall review any Owner-requested or Owner-directed change and shall respond with the submission of a proposed Job Order Change Order on or before the Owner’s due date.

The Owner shall review the Contractor’s proposed Job Order Change Order. If the additional cost and adjustment to the Job Order Completion Time are agreed upon, and the Owner wishes to proceed with the change, a Job Order Change Order consistent with the Contractor’s proposed Job Order Change Order shall be issued.

Delete Section 38(d), (e), and (f) in their entirety.

Change Section 38(g) to:

All Job Order Change Orders shall include adjustments, if any, to the Job Order Price and the Job Order Completion Time.

If the Contractor requests an extension to the Job Order Completion Time or a later Job Order Completion Date, it must provide written justification for the extension to the A/E and to the Owner. The written justification must demonstrate an anticipated actual increase in the time required to complete the Work beyond that allowed by the Job Order as adjusted by prior Job

Order Change Orders, not just an increase or decrease in the time needed to complete some portion of the total Work. If approved, the increase in time required to complete the Work shall be added to the Job Order Completion Time or Job Order Completion Date.

The Owner may decrease, by Job Order Change Order, the Job Order Completion Time or Job Order Completion Date when an Owner-requested deletion from the Work results in a decrease in the actual time required to complete the Work as demonstrable on the schedule. The Contractor may submit a request to decrease, by Job Order Change Order, the Job Order Completion Time or Job Order Completion Date under the procedures and subject to the considerations set forth in Section 19(f). No request for such decrease shall be considered for approval unless the proposed shorter schedule is otherwise acceptable under Section 19(b). The Job Order Change Order decreasing the Job Order Completion Time or changing the Job Order Completion Date must be signed by both the Owner and the Contractor.

Each Job Order Change Order shall include all time and monetary impacts of the change, whether the Job Order Change Order is considered alone or with all other changes during the course of the Project. Failure to timely include a change to time or Job Order Price attributable to the change in a Job Order Change Order under Subsection 38(a) shall waive any change to the time and Job Order Price unless the parties mutually agree in writing to postpone a determination of the time related impacts of the change. Such a determination may be postponed, but not more than forty-five (45) days from the date of the Job Order Change Order, to give the Contractor an opportunity to demonstrate a change in the time and price needed to complete the Work. During any such postponement, the Work shall proceed, unless the Owner agrees otherwise.

If at any time there is a delay in the Critical Path of the Work due to postponement, due to the Contractor's efforts to justify an extension of the time or an increase in the Job Order Price, or due to the Contractor's refusal to proceed with any of the Work, pending agreement on a change in time or price, such delay and any Contractor costs resulting from it shall not serve as the basis for the extension of the Job Order Completion Time or Job Order Completion Date or for an increase in the Job Order Price.

Change Section 38(i) to:

The Contractor shall submit the measurements/quantities of Work performed under a unit price Job Order Change Order for review and approval by the Owner. Payments will not be made for any Work under a unit price Job Order Change Order until certified measurements/quantities of the work completed are reviewed and accepted by the Owner.

39. EXTRAS

Replace "Change Order" with "Job Order Change Order."

41. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE

Add Section 41(f):

- f. The Owner may terminate the Job Order Contract if the Contractor:
 - 1. Does not have sufficient financial ability to perform the contract as evidenced by the Contractor's inability to obtain payment and performance bonds from an acceptable surety;
 - 2. Has any judgments entered against it, or any officers, directors, partners or owners for breach of a contract for construction;

3. Has any substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause where the substantial noncompliance is documented;
4. Has been convicted, or entered a plea of guilty or nolo contendere, in any federal or state court to any charge involving any unlawful, corrupt or collusive practice involving a public contract whether federal, state, or local, or who has been determined in any judicial proceeding to have violated any antitrust, bid-rigging or collusive practice statute in connection with any public contract, or against whom such formal criminal prosecution or other judicial proceeding has been initiated; or
5. If there is any current debarment or enjoinder of the Contractor, any officer, director or owner, from bidding or contracting by any public body of any state, any state agency, or any agency of the federal government.

49. TRAINING, OPERATION AND MAINTENANCE OF EQUIPMENT

Replace “Specifications” with “Detailed Scope of Work.”

ADDED PROVISIONS:

The Supplemental General Conditions add the following provisions to the General Conditions:

52. DETAILED SCOPE OF WORK

If the Contractor finds a conflict, error, omission, or other discrepancy in the Detailed Scope of Work, he shall notify the A/E in writing as soon as possible, but before proceeding with the affected Work. The A/E shall issue a clarification by Field Order to the Contractor stating the correct requirements. If the Contractor deems the Field Order requires additional Work, then it shall provide written Notice, as a condition precedent to entitlement to a Job Order Change Order, to the Owner and A/E of such additional Work prior to proceeding with that additional Work and it shall submit a request for Job Order Change Order along with a detailed substantiating cost proposal through the A/E to the Owner within fourteen (14) calendar days. If such conflict, error, omission, or other discrepancy in the Detailed Scope of Work was reasonably apparent or with reasonable diligence should have been apparent to the Contractor prior to submitting its bid or proposal, and the Contractor failed to submit questions to the A/E in the time and manner required by the bidding instructions or prior to submitting their Job Order Proposal, then any claims shall be deemed waived and the Contractor shall not be entitled to additional compensation or time, or entitled to sue the Owner based on such conflict, error, omission or other discrepancy. If the Contractor performs any Work, or is delayed in performing any Work, where such Work involves a conflict, error, omission, or other discrepancy in the Detailed Scope of Work that the Contractor knew about, or with reasonable diligence should have known about, and fails to notify the A/E and Owner as required, the Contractor shall assume full responsibility for such performance or delay and shall bear all costs attributable to correcting any Work requiring correction or to any delay, and such conflict, error, omission, or other discrepancy shall not be the basis for a claim, cause of action or right to sue the Owner.

53. JOB ORDER DEVELOPMENT PROCEDURE

Job Orders shall be developed utilizing the following procedure.

a. Joint Scope Meeting

1. As the need exists, the Owner shall notify the Contractor of a potential Project. The Owner shall schedule a Joint Scope Meeting with the Contractor and other necessary representatives as soon as practicable, generally, within seven (7) days.

2. If the Contractor accepts the Project, the Contractor does not have the right to refuse to perform any specific Prepriced Task or Non-Prepriced Task.
3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum, the following items:
 - The work to be performed;
 - Presence of hazardous materials;
 - Required permits (including drawings for permits);
 - Long lead time materials;
 - Protocol for workers entering the site;
 - Staging area and areas that are off-limits;
 - Construction schedule and work hours (with critical milestones and phasing requirements);
 - Inspections and testing requirements;
 - Value Engineering suggestions;
 - Organization of Job Order Price Proposal (Unifomat, CSI, by floor, by room, by phases, etc.); and
 - Due date for Detailed Scope of Work and for Job Order Price Proposal.

b. Preparation of the Detailed Scope of Work

1. After the Joint Scope Meeting, the Owner shall prepare a draft Detailed Scope of Work which shall reference the drawings, specifications, sketches, photographs and other documents required to accurately describe the work to be performed. The Contractor shall review the Detailed Scope of Work and request changes or modifications necessary to further define the project requirements. When an acceptable Detailed Scope of Work has been prepared, the Owner shall issue a Request for Proposal that requests that the Contractor prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, shall be the basis upon which the Contractor develops its Job Order Proposal and the Owner will evaluate the same.
2. The Owner may, at its option, include quantities in the Detailed Scope of Work if:
 - Including quantities helps to define the Detailed Scope of Work;
 - The actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared; or
 - 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 Job Order based upon specific quantities and then issue a Job Order Change Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities after the actual quantities can be determined.

3. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor shall make such request in a manner so that the Job Order Proposal can be submitted on time.

c. Job Order Proposal

1. The Contractor shall prepare a Job Order Proposal including:
 - Job Order Price Proposal;
 - Construction Schedule;
 - List of anticipated Subcontractors; including a Small Business Procurement Plan
 - Other requested documents.
2. The Contractor shall prepare Job Order Price Proposals in accordance with the following:

- a. **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 utilize the most efficient, cost effective means and methods for performing the Work in preparing the Job Order Price Proposal.

- b. **Non-Prepriced Task:** If the Contractor intends to perform the work with its own forces, it shall submit three (3) independent quotes for all materials to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor shall submit three (3) independent quotes from subcontractors. The Contractor shall not submit a quote from any subcontractor or supplier that the Contractor is not prepared to use. The Owner may require additional quotes if the subcontractors or suppliers are not acceptable or if the prices are not reasonable. If three (3) quotes cannot be obtained, the Contractor shall provide the Owner with a written explanation. If the explanation is accepted by the Owner, the Contractor may provide fewer than three (3) quotes.

Information submitted in support of Non-Prepriced Tasks may include catalog cuts, technical data, drawings, or other information as required.

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

For Non-Prepriced Tasks by Contractor's own employees:

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 (3) independent quotes for all materials.

Total = (A + B + C) x [Non-Prepriced Task Adjustment Factor]

For Non-Prepriced Tasks by Subcontractors:

The Contractor must submit three (3) independent quotes for the work.

D = Lowest of three (3) subcontractor quotes

Total = D x [Non-Prepriced Task Adjustment Factor]

After the cost for a Non-Prepriced Task has been approved, the Owner may, at its option, determine that justification of such cost shall be fixed and not required for subsequent use. However, the Owner retains the right to request justification for any Non-Prepriced item, even if justification was previously provided.

- c. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the Owner may permit the Contractor to be paid for such Prepriced Task as either a Non-Prepriced Task or substitute Prepriced Tasks for the labor and material component pricing of the Prepriced Task to cover the actual costs incurred. However, no Non-Prepriced Task shall be substituted if a

Prepriced Task is in the Construction Task Catalog® unless (1) there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time; and (2) the actual cost of the task or group of tasks does not exceed \$1,000.

- d. To compensate the Contractor for the Job Order Contracting System License Fee, the Adjustment Factor applied to Reimbursable Costs shall be equal to 1.0101.
- 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 be submitted by the date set forth in the Request for Proposal.
- g. In emergency situations, for minor maintenance and repair requiring an immediate response, the Contractor may be directed to begin work immediately in accordance with Section 34 of the General Conditions. However, the Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order, provided that the emergency work is not directly related to a current, active Job Order.
- h. 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.
- i. In the event the Contractor is required to work in a Secure Facility, the Contractor shall be permitted to add labor hours to the Job Order Price Proposal commensurate with the anticipated lost labor time resulting from such inspections.

d. **Job Order Proposal Review**

1. The Owner shall review the Job Order Proposal.
2. All incomplete Job Order Proposals shall be rejected.
3. The Owner shall review the Job Order Price Proposal to determine the accuracy of the Prepriced Tasks, quantities, Adjustment Factors, and Non-Prepriced Tasks.
4. The Contractor may choose the means and methods of construction. However, the Owner may reject any means and methods proposed by the Contractor that:
 - Will constitute or create a hazard to persons or property;
 - Will not produce the Detailed Scope of Work in accordance with the terms of the Contract; or
 - Does not comply with Section 53(c)(2)(a) above.
5. By submitting a Job Order Proposal to the Owner, the Contractor is offering to complete the Detailed Scope of Work within the proposed construction schedule for the value of the Job Order Price Proposal.
6. It is the Contractor's responsibility to include the necessary Prepriced Tasks and Non-Prepriced Tasks, accurate quantities, and correct Adjustment Factors in the Job Order Price Proposal prior to delivering it to the Owner.

e. **Job Order Issuance**

1. If the Job Order Proposal is found to be complete and accurate, the Owner may issue a Job Order to the Contractor. Receipt of a complete and accurate Job Order Proposal does not obligate the Owner to issue a Job Order.
2. The Job Order signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal.
3. Job Orders shall reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price.
4. The Job Order Price shall be the value of the approved Job Order Price Proposal.
5. The Contractor shall review the Job Order for consistency with the Job Order Price Proposal and, if so, sign and return a copy of the Job Order to the Owner.
6. The Contractor shall be paid the Job Order Price in accordance with Section 36 of the General Conditions for completing the Detailed Scope of Work within the Job Order Completion Time.
7. 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 Job Order Change Order based upon the Unit Prices and Adjustment Factors contained in the Contract.
8. 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, subcontractor costs, or reviewing the Job Order Proposal with the Owner. The Owner may perform such work by other means.

END OF SUPPLEMENTAL GENERAL CONDITIONS