

Project Name: "INSERT PROJECT NAME"

AGREEMENT

THIS AGREEMENT is made as of the { } day of { }, 20{ }, between

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("University"),

whose Facility is: University of California, {Facility Name}

whose address for notices is: {Department}
University of California, {Facility Name}
{Street Address}
{City, State, Zip}

and Contractor: {Name}

whose address for notices is: {Street Address}
{City, State, Zip}

for the Project: {Project Name} Job Order Contract # _____
University of California
{Facility, County}
{City, State, Zip}

University's Responsible Administrator: {Name & Title }

University's Representative is: {Name & Title}
{Department}

whose address for notices is: University of California
{Street Address}
{City, State, Zip}

Contract Documents for the Work Prepared by: {Name}
{Street Address}
{City, State, Zip}

University and Contractor hereby agree as follows:

ARTICLE 1 WORK

Contractor shall provide all work required by the Contract Documents (the "Work"). Contractor shall (1) pay all sales, consumer and other taxes and (2) obtain and pay for any governmental licenses and permits necessary for the work, other than building and utility permits.

University hereby awards this Job Order Contract (JOC) for the performance of multiple individual construction jobs at facilities owned, leased or managed by the University of California, {FACILITY}. The JOC will have a Base Term of 1 year with University holding an option to renew for up to two additional 1-year periods ("Option Terms"). The specific scope of each construction job will be defined in a separate Job Order and shall be performed as specified in Article 3 below. Contractor may be requested to perform several Job Orders concurrently. Individual Job Orders will not exceed a Maximum Individual Job Order Value of \${NUMBER, up to \$1,500,000}. The total combined cost for all Job Orders issued will not exceed the Maximum Contract Value of \$NUMBER, up to \$7,500,000} during the 1-year Base Term, and \$NUMBER, up to \$7,500,000} during each 1-year Option Term, if exercised by University. The minimum value of work to be purchased under this Contract will be \$100,000. No maximum Contract amount is

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guaranteed. During the Base Term and any extended term of the JOC, Contractor shall perform the following jobs, ranging in cost (exclusive of changes) from \$100,000 to \$1,500,000 (not to exceed a maximum combined cost of \$7,500,000 for any term) on the [Berkeley] campus:

- 1) Jobs that must be commenced in a short period of time due to operational requirements where time constraints make it impractical to utilize other contracting modes;
- 2) Jobs that must be commenced in a short period of time due to life-safety requirements where time constraints make it impractical to utilize other contracting modes;
- 3) Laboratory renovations jobs in active research buildings;
- 4) Jobs in buildings on the Historic Registry;
- 5) Jobs necessitated by utility/site failures due to life cycle or weather;
- 6) LEED Certification jobs; and/or
- 7) Jobs with anticipated significant unforeseen conditions, including work in older buildings with incomplete documentation. Any work required under this Contract shall be authorized by issuance of formal, written Job Orders.

ARTICLE 2 CONTRACT DOCUMENTS

"Contract Documents" means the Advertisement for Bids, Instructions to Bidders, Supplementary Instructions to Bidders, Bid Form, this Agreement, General Conditions, Supplementary Conditions, Exhibits, Specifications, the Construction Task Catalog®, Drawings, Addenda, Notices to Proceed, Job Order Proposals, Detailed Scope of Work, Job Order Authorizations, Change Orders, Notices of Completion, and all other documents identified in this Agreement of which together form the contract between University and Contractor for the Work (the "Contract"). The Contract constitutes the complete agreement between University and Contractor and supersedes any previous agreements or understandings.

ARTICLE 3 JOB ORDER SUM

Subject to the provisions of the Contract Documents, University will pay to Contractor for the performance of Job Order Work, the total dollar amount specified in each Job Order ("Job Order Sum"), which will be determined by applying Adjustment Factors to Prepriced Items (items that have prices in the Construction Task Catalog®). Adjustment Factors used to determine the Job Order Sum for the base term and option term(s) shall be as follows:

ADJUSTMENT FACTORS

Small Projects Business Hours Adjustment Factor (\$100,000 to \$499,999 / 6:00am to 5:00pm)	
Small Projects Non-Business Hours Adjustment Factor	
Large Project Business Hours Adjustment Factor (\$500,000 - \$1,500,000 / 6:00am to 5:00pm)	
Large Project Non-Business Hours Adjustment Factor	

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ARTICLE 4 TERM FOR ISSUANCE AND IMPLEMENTATION OF JOB ORDERS AND JOB ORDER TIME

Base Term: The Base Term of this Job Order Contract commences on the effective date of the Notice to Proceed for the Contract. The term of this Contract is either for one year or when Job Orders totaling the Maximum Contract Value have been completed, whichever ever comes first. All Job Orders must be issued during the term of the Contract but all Job Order Work must not necessarily be completed during the term of the Contract. A Job Order is issued when the University submits a written Job Order Authorization to the Contractor to perform the Work of the Job Order.

Option Term(s):

- 1) University may, at its sole discretion extend its right to issue and/or implement Job Orders to Contractor for up to two additional 1-year periods, provided University gives Contractor written notice of such extension at least 30 days prior to the expiration of the Base Term and, if exercised, the first Option Term. Election of the Option Term(s), if made, will be accomplished by Unilateral Change Order.
- 2) If University exercises the Option Term(s), the Adjustment Factors will be modified according to General Conditions Article 4.5.3.

Job Order Time: The individual Job Order Authorization will specify a reasonable time limit for completion of the Job Order Work.

ARTICLE 5 LIQUIDATED DAMAGES

If Contractor fails to complete any Job Order Work within the applicable Job Order Time, Contractor shall pay to University, as liquidated damages and not as a penalty, the applicable below-listed sum for each day after the expiration of the Job Order Time that the Job Order Work remains incomplete. University and Contractor agree that if the Job Order Work is not completed within the applicable Job Order Time, University's damages would be extremely difficult or impracticable to determine and that the below stated amounts are reasonable estimates of and reasonable sums for such damages. University may deduct any liquidated damages due from Contractor from any amounts otherwise due to Contractor under the Contract Documents. This provision shall not limit any right or remedy of University in the event of any other default of Contractor other than failing to complete the Job Order Work within the applicable Job Order Time. Liquidated Damages will be assessed on a Job Order by Job Order basis.

1. **\$500: LIQUIDATED DAMAGES AMOUNT** - per day for Job Orders with a Job Order Sum between \$100,000 and \$499,999.
2. **\$1,000: LIQUIDATED DAMAGES AMOUNT** - per day for Job Orders between \$500,000 and \$1,500,000.

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ARTICLE 6 DUE AUTHORIZATION

The person or persons signing the Agreement on behalf of Contractor hereby represent and warrant to University that this Agreement is duly authorized, signed and delivered by Contractor.

THIS AGREEMENT is entered into by University and Contractor as of the date set forth above.

CONTRACTOR:

UNIVERSITY:

(Name of Firm)

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

a _____
(Type of Organization)

UNIVERSITY OF CALIFORNIA, _____

By: _____
(Signature)

By: _____
(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

California Contractor's License(s):

(Name of Licensee)

(Classification and License Number)

(Expiration Date)

(Employer Identification Number)

Attach notary acknowledgment for all signatures of Contractor. If signed by other than the sole proprietor, a general partner or corporate officer, attach original notarized Power of Attorney or Corporate Resolution.