

Pima County Community College

EXHIBIT 1 - SAMPLE JOB ORDER MASTER CONTRACT JOC CONTRACT No. _____

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THIS JOB ORDER MASTER CONTRACT is made and entered into on the _____ day of _____, 20____, by and between Pima County Community College (“College”), hereinafter called “College” and the or “Contractor” designated below:

College and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS AND JOB ORDER CONTRACTING ARRANGEMENT

1.1 PARTICIPANTS

College: Pima County Community College
Owner’s Representative (OR):
Project Manager (PM):
Telephone:
E-mail:

Contractor: {Name}
{Address}
Arizona ROC No.:
Federal Tax ID No:
Contractor Representative:
Telephone:
E-mail:

[Prior to execution of the Contract, Contractor must provide to College Project Manager Contractor’s License Classification and number and its Federal Tax I.D. number.]

1.2 OVERVIEW OF JOB ORDER CONTRACTING UNDER THIS CONTRACT

1.2.1 This Contract establishes an indefinite delivery, indefinite quantity, Job Order Contract for such Construction services within the scope of this Contract as College may request from time to time by issuance of an individual Job Order for each Project. Unless otherwise specified in a specific Job Order, Job Orders will generally include Design Services and where Design Services are necessary, College will contract for those services separately. A separate Job Order will be issued for each Project describing the specific Work to be performed by the Contractor for that Project. There may be multiple Projects, and, therefore, multiple Job Orders, under this Contract.

1.2.2 The amount to be paid by College for the Project under each Job Order is the Contract Price for the Job Order. The Contract Price includes the Contract Price for the Work. The Contract Price for any Job Order may be a Prepriced/Unit Price, Fixed Price or a Guaranteed Maximum Price (GMP) as set forth in Sections 16.3 and 16.4 of the General Conditions, subject to the following:

- a. There is no limit on the number of Job Orders that College may issue to Contractor during any twelve (12) month period of this Contract or during the entire period this Contract is in effect.
- b. Contractor may not refuse any Job Order under this Contract properly issued by College, unless Contractor explains, in writing and to College’s satisfaction, that the scope of work under a specific Job Order is poorly defined or hazardous to health or safety.

1.2.3 College shall have the right to perform work of the types included in this Contract itself or to have other Contractors perform such work. In addition, as to any Job Oder, College may elect to have Design Services provided by College’s internal consultants or by independent Design Professionals. Such action by College shall not constitute a breach or otherwise violate this Contract.

1.2.4 This Contract does not obligate or require College to offer any Job Order to Contractor and no Contract will exist for any specific Work until a Job Order for such Work has been fully executed by College and Contractor.

1.3 SCOPE OF WORK UNDER THIS CONTRACT

This Contract is for a broad range of maintenance, repair and minor construction work on real property. The scope of this Contract can include providing construction services, including minor associated incidental design services, for a broad range of College renovation and construction projects. The General Scope of Services Job Orders that may be issued by College to Contractor under this Contract is set forth in Exhibit A,

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

2.1.1. The Contract between College and CONTRACTOR shall consist of the following Contract Documents (Contract Documents):

1. This Contract;
2. College General Conditions;
3. Exhibit A – General Scope of Work Under this JOC Contract;
4. Exhibit B - Insurance Requirements;
5. Exhibit C - Negotiated and agreed upon final adjustment factors
6. Request for Qualifications RFQ P22/10046L); and
7. The Statement of Qualifications (SOQ) submitted by Contractor.
8. For each individual Project, the Job Order and Exhibits thereto:
 - Exhibit 1 – Scope of Work
 - Exhibit 2 – Unique Insurance and/or Bond Requirements (if any)
 - Exhibit 3 – Project Specific Conditions
 - Exhibit 4 – Project Plans and Specifications
 - Exhibit 5 – Job Order/Task Form

2.1.2. Conflicts. In the event of one or more conflicts between a specific Job Order, this Contract and/or the General Conditions or any appendix thereto, the specific Job Order, and then this Contract, and then the Contract documents in the order set forth in 2.1.1 above shall control.

2.2 DEFINITIONS

The definitions in the General Conditions, Special Conditions and Supplementary Conditions for Federal Funding documents apply to all the Contract Documents, including this Contract. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, include the following:

{If any, to be added by PM at time of Job Order}

2.3 JOB ORDERS UNDER THIS CONTRACT

2.3.1 During the Term of this Contract, College will issue an individual Job Order proposal request to Contractor for each Project. The process for Job Order development is set forth in Section 16.3 of the General Conditions.

2.3.2 Each Job Order shall be in the form attached as Exhibit C hereto and shall not be effective or binding until fully executed by all parties.

2.4 JOB ORDER DEVELOPMENT PROCESS

2.4.1 The general steps for development of a Job Order are:

(a) When College identifies a need for performance of a Project under a Job Order, College may issue an RFP

(as set forth in the General Conditions) to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, College will advise the Contractor if Design Services are required and how those services will be provided. Within two (2) working days of receipt of this notification, or such other time as set by College, Contractor will:

- (i) Visit the proposed site of the Project with College designated representatives; and
- (ii) Arrange with College to further define the scope of the needed Project.

Contractor will thoroughly acquaint itself with all available information concerning the conditions of the Work under each Job Order and is responsible for correctly and fully estimating the difficulty of performing the Work, the actions required to perform the Work and the cost of successfully performing the Work under each Job Order.

- (b) College will arrange for any needed Design Services to produce the Drawings and Specifications, with a copy to College and a copy to Contractor. Design Services will not begin until the scope of Design Services is approved by College. The Drawings and Specifications developed as part of the Design Services are subject to approval by College. If there are no Design Services required for a specific Job Order, College will develop Drawings and Specifications consisting of a line drawing and a written description of the contemplated Work.

2.5 ISSUANCE OF JOB ORDERS

2.5.1 Job Orders shall be issued as set forth in the General Conditions.

2.5.2 Upon award of a Job Order, a signed copy of the Job Order will be mailed or electronically delivered to Contractor. Failure by Contractor to retrieve or receive mailed or electronically delivered order shall not relieve the Contractor from the obligation to complete the Work under the Job Order in accordance with the Job Order

2.6 TEAM APPROACH

As set forth in the definition of "Team Approach" in Section 2 of the General Conditions, College desires to implement a comprehensive team approach to the design, construction, and documentation of all College Projects. The Provisions of the General Conditions apply to Contractor's participation as a Project Team member throughout Contractor's involvement with the Project, both while providing the Pre-Construction Services and throughout the performance of the Work performed by Contractor.

ARTICLE 3 - PRE-CONSTRUCTION AND DESIGN SERVICES

The provisions of this Article 3 shall apply to all Projects for which the Job Order requires Contractor to provide Design Services or other Preconstruction Services (collectively, "Services").

3.1 SERVICES

Contractor shall provide all of the Preconstruction and/or Design Services (if any) required under a specific Job Order, including Incidental Design Services under Section 16.5 of the General Conditions.

3.2 GENERAL REQUIREMENTS

3.2.1 Contractor shall perform the Preconstruction and/or Design Services (if any) required by, and in accordance with this Contract and as outlined in each Job Order, the RFQ, and the SOQ to the satisfaction of College, in full compliance with Section 16.5 of the General Conditions, and any written clarification or modifications to the scope of the Preconstruction Services agreed to in writing by Contractor and College.

- 3.2.2 In performance of the Services under this Contract, the Contractor shall fully comply with all applicable Laws, Regulations, or Legal Requirements applicable to College, the Project and the Contract, including, without limitations those set forth on the attached Exhibit C.
- 3.2.3 Contractor shall perform the Services under this Contract using only those firms, team members and individuals designated by Contractor consistent with the SOQ, or as otherwise approved by College in accordance with the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.
- 3.2.4 Contractor will comply with all applicable terms and conditions of the General Conditions.
- 3.2.5 Ownership of Work Product. Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of College, as set forth in Section 16.5.2 of the General Conditions and 4.1.6 below.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 GENERAL

- 4.1.1 Contractor agrees at its own cost and expense, to perform all work necessary and required to fully, timely and properly complete the construction of the Project in strict accordance with the Contract Documents in a good and workmanlike manner, free and clear of all claims, liens, and charges whatsoever, in the manner and under the conditions specified, and within the schedule, stated in attached Exhibit 1 to each Job Order.
- 4.1.2 Contractor shall provide all of the labor and materials, and perform the Work in accordance with Section 4 of the General Conditions. Some but not all of the major components of the Construction Services and the corresponding subsections of Section 4 of the General Conditions are set forth below.
- 4.1.3 At all times relevant to this Contract and performance of the Work, Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to College, the Project and the Contract.
- 4.1.4 Contractor shall perform the Work under this Contract using only those firms, team members and individuals designated by Contractor consistent with the Contract Documents, or otherwise approved by College pursuant to the General Conditions. No other entities or individuals may be used without the prior written approval of the Project Manager.
- 4.1.5 Contractor will comply with all terms and conditions of the General Conditions.
- 4.1.6 **Ownership of Work Product.** Notwithstanding anything to the contrary in this Contract, all Work Product prepared or otherwise created in connection with the performance of this Contract, including the Work, are to be and remain the property of College. For purposes of this provision, “Work Product” shall include all designs, drawings, plans, specifications, ideas, renderings and other information or matter, in whatever form created (e.g., electronic or printed) and in all media now known or hereinafter created. All Work Product shall be considered Work Made for Hire as defined in the United States Copyright Act 17 U.S.C. § 101 (Copyright Act). If for any reason any such Work is found not to be a work for hire, Contractor hereby transfers and assigns ownership of the copyright in such Work to College. The rights in this Section are exclusive to College in perpetuity.

4.2 CONTRACTOR'S PRE-CONTRACT AND PRE-WORK DELIVERABLES

- 4.2.1 The Contractor will provide the Deliverables in accordance with Section 4.2 of the General Conditions, as required to perform the Work under each Job Order.
- 4.2.2 Any additional items which Contractor must deliver to College prior to commencing the Work on this Project, if any, shall be set forth in each Job Order.

4.3 PRE-CONSTRUCTION MEETING

Contractor shall attend the Pre-Construction Meeting (if held) in accordance with Section 4.3 of the General Conditions.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS)

Contractor shall perform the Work in accordance with Section 4.4 of the General Conditions.

4.5 SUBCONTRACTORS, AND SUPPLIERS

Contractor shall engage and administer Subcontractors and Suppliers as set forth in Section 4.5 of the General Conditions.

4.6 CONTROL OF THE PROJECT SITE

Contractor shall control and maintain the Project Site in accordance with Section 4.6 of the General Conditions.

4.7 PROJECT SAFETY/PROGRAM

Contractor shall implement and enforce Project safety in accordance with Section 4.7 of the General Conditions.

4.8 SHOP DRAWINGS, SUBMITTALS, SUBSTITUTIONS AND REUSE

Contractor shall submit shop drawings, other submittals, substitute materials, and shop drawings in accordance with Section 4.8 of the General Conditions.

4.9 TESTING

Contractor shall provide testing in accordance with Section 4.9 of the General Conditions.

4.10 PROJECT RECORD DOCUMENTS

Contractor shall maintain, update and make available the Project Record Documents in accordance with Section 4.10 of the General Conditions.

4.11 PROJECT SCHEDULE

Contractor is responsible for preparing, monitoring, providing to College, and complying with and constructing the Project in conformance with the Project Schedule as set forth in Sections 4.11 and 6 of the General Conditions.

4.12 CUTTING AND PATCHING OF WORK

Contractor shall provide cutting and patching in accordance with Section 4.12 of the General Conditions.

4.13 CLEANING UP

Contractor shall be responsible for cleaning up in accordance with Section 4.13 of the General Conditions.

4.14 SEPARATE CONTRACTORS

Contractor shall be responsible for cooperating and dealing with separate contractors in accordance with Section 4.14 of the General Conditions.

4.15 TRAFFIC CONTROL

Contractor shall provide traffic control in accordance with Sections 4.15 of the General Conditions.

4.16 AIR QUALITY CONTROL

Contractor shall provide air quality control in accordance with Sections 4.16 of the General Conditions.

4.17 STORM WATER POLLUTION PREVENTION

Contractor shall provide storm water prevention in accordance with Sections 4.17 of the General Conditions.

4.18 DRAWINGS AND SPECIFICATIONS

Contractor shall maintain and provide project drawing and specifications in accordance with Sections 4.18 of

the General Conditions.

4.19 WARRANTY AND CORRECTION OF DEFECTIVE WORK

Contractor shall provide warranties and correct defective Work in accordance with Sections 4.19 of the General Conditions.

ARTICLE 5 – COLLEGE RESPONSIBILITIES

5.1 INFORMATION

In connection with Pre-Construction Services, College, at no cost to Contractor, will furnish the following information to Contractor:

5.1.1 One copy of data in College' possession or control which College determines in its discretion to be pertinent to the Work. However, Contractor shall be responsible for searching the records and requesting information it deems reasonably required for the Project.

5.1.2 Electronic copies of programs, reports, drawings, and specifications reasonably required by Contractor, to the extent in the possession of College.

5.2 RESPONSIBILITIES UNDER GENERAL CONDITION

5.2.1 College shall also have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions.

5.3 ADDITIONAL JOB ORDER REQUIREMENTS

5.3.1 Additional services to be provided or responsibilities assumed, by College, if any, are listed in each Job Order.

5.3.3 Additional Information to be provided by College, if any, is listed in each Job Order.

ARTICLE 6 - CONTRACT TIME

6.1 CONTRACT TERM

This Contract has a base period of one (1) year and four option periods of one (1) year each that may be exercised if it is in the best interest of the College to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from the College.

6.2 CONTRACT TIME FOR SPECIFIC JOB ORDERS

6.2.1 Unless otherwise specified in the Job Order, the Contract Time for each Job Order shall start with the Notice to Proceed (NTP) and end with Final Acceptance, as set forth in Article 6.4 below. The Notice to Proceed cannot be issued prior to the approval and acceptance by the College of the Job Order.

6.2.2 The Contract Time is identified in the Job Order as the Contract Duration in terms of calendar days. Contractor agrees that it will commence performance of the Work after receiving an official NTP letter and complete the Project through both Substantial Completion (if applicable) and Final Completion within the Contract Time.

6.2.3 Time is of the essence of this Contract, and each Job Order issued hereunder, for each Project, and for each phase and/or designated Milestone thereof.

6.2.4 If requested by the College, the Project Schedule for each shall be updated and maintained throughout Contractor's performance under a Job Order in accordance with Section 6.2 of the General Conditions. Failure on the part of Contractor to adhere to the approved Project Schedule will be deemed a material breach and sufficient grounds for Town's termination of a specific Job Order and/or this Contract for cause.

6.3 SUBSTANTIAL COMPLETION

Substantial Completion shall be achieved not later than the Substantial Completion Date set forth in each specific Job Order. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 FINAL COMPLETION AND FINAL ACCEPTANCE

Final Completion shall be achieved within the time period set forth in each Job Order. Final Completion will be determined, and Final Acceptance will be issued, pursuant to Section 6.4 of the General Conditions.

6.5 CONTINUATION OF WORK

College shall have the right to permit Contractor to continue and finish the Work or any part of it after the time fixed for its completion without waiving any of College' rights in accordance with Section 6.5 of the General Conditions.

6.6 LIQUIDATED DAMAGES

6.6.1 Optional Liquidated Damages. 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.

6.6.2 Liquidated damages, if applicable, shall be calculated and assessed as set forth in the General Conditions document.

6.7 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

6.7.1 Contractor and College waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 Damages incurred by College for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 Damages incurred by Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

6.7.2 This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Contract. Nothing contained in this Article 6.7 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 6.6 above.

6.7.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to College in the event of Contractor's default under this Contract prior to full performance of the Work including, without limitation as applicable, specific performance or completion of the Work on behalf of Contractor, the cost and expense of which shall be offset against any monies then or thereafter due to Contractor (if any) and otherwise immediately reimbursed to College by Contractor, and/or Liquidated Damages.

6.7.4 Notwithstanding the mutual waiver of consequential damages set forth in this Article 6.7, in the event that all or part of the Liquidated Damages set forth in Article 6.6 above are found to be unenforceable as a matter of law (and not based on a factual conclusion that a delay did not occur or was excused under the terms of the Contract) by a court of competent jurisdiction or arbitrator in a final, non-appealable award, order or judgment, then this Article 6.7 and the waiver of consequential damages contained herein shall be deemed void and of no effect and the parties shall have be under no limitation on the amount or types of damages which either may amended so as to allow Owner to recover consequential damages for a breach of this Agreement.

6.8 PERFORMANCE MEASUREMENT

College may conduct performance assessments of Contractor's performance under the Contracts and/or specific Job Orders pursuant to the General Conditions document.

ARTICLE 7 - CONTRACT PRICE

7.1 CONTRACT PRICE

- 7.1.1 In exchange for Contractor's full, timely, and acceptable performance and construction of the Work under this Contract, and subject to all of the terms of this Contract, College will pay Contractor the "Job Order Price" agreed to by the College as set forth in each Job Order.
- 7.1.2 The Contract Price for each Job Order shall be determined through the JOC RFP process under the General Conditions using the adjustment factors as the College determines is appropriate in accordance with Section of the General Conditions.
- 7.1.3 The Contract Price for the Services and each portion of Work is all-inclusive and specifically includes all fees, costs, insurance and bond premiums, and taxes of any type necessary to fully, properly and timely perform and construct the Work encompassed in each Job Order.

ARTICLE 8 – PAYMENT

- 8.1 Unless otherwise set forth in the Job Order, payments shall be made to Contractor in accordance with the General Conditions for Construction Services.
- 8.2 The College may, if set forth in the Job Order, 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 College can make partial monthly payments based on the percentage of the work completed.
- 8.3 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.

ARTICLE 9 – CHANGES TO THE CONTRACT/JOB ORDERS

Changes to the Contract and/or Job Orders may be made in strict accordance with the General Conditions.

ARTICLE 10 – SUSPENSION AND TERMINATION

This Contract and/or any specific Job Order may be suspended and/or terminated in accordance with the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

11.1 INSURANCE

Contractor shall provide Insurance as provided on the attached Exhibit B, and such additional insurance as may be applicable under each Job Order, and in accordance with Section 11.1 of the General Conditions. Contractor shall provide proof of such insurance and all required endorsements in forms acceptable to College prior to commencing any Work under this Contract, and if requested by College, before commencing Work under any specific Job Order.

11.2 BONDS

Contractor shall provide performance and payment bonds to College in accordance with the General Conditions and Arizona Revised Statute.

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.

11.3 Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to College will be a material breach and sufficient grounds for College' termination of this Contract, and/or any specific Job Order for cause.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations in relation to this Contract and each Job Order set forth in the General Conditions.

ARTICLE 13- DISPUTE RESOLUTION

Any claims or disputes relating to this Contract or any Job Order shall be resolved according to the dispute resolution process set forth in the General Conditions.

ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in the General Conditions shall apply to this Contract and each Job Order.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Contract through their duly authorized representatives and bind their respective entities as of the effective date.

“College”
Pima County Community College

Signature _____
Name _____
Title _____

“Contractor”
[Name]

Signature _____
Name _____
Title _____

SAMPLE

EXHIBIT A – JOC GENERAL SCOPE OF WORK

{To be completed by College, may come from RFQ, and/or JOC's SOQ}

SAMPLE

EXHIBIT B - INSURANCE REQUIREMENTS

*{College' Insurance Requirements standard Exhibit B, once approved by _____
to confirm adequate insurance coverage and coverages for this Contract – can be modified in specific Job
Orders}*

A. These Insurance Requirements apply to the party contracting with College (Contractor, CONTRACTOR, and/or Design Professional) working or providing services in relation to the Project pursuant to the Contract, Job Order, Project Order, or other agreement with College to which this Exhibit B is attached as an Exhibit.

B. Contractor, as applicable, shall obtain and submit to College before any Work is performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

- (a) Coverage A: Statutory Benefits.
- (b) Coverage B: Employer's Liability.
 - Bodily Injury by accident \$1,000,000 each accident
 - Bodily Injury by disease \$1,000,000 policy limit
 - Bodily Injury by disease \$1,000,000 each employee
- (c) Coverage must include a Waiver of Subrogation endorsement.
- (d) Where applicable, the U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

- (a) Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".
- (b) If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Commercial General Liability insurance at least as broad as an ISO standard form CG 00 01 with not less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

(a) Coverage must include a Waiver of Subrogation endorsement.

(b) Both policy forms must include:

- 1) Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- 2) Products and Completed Operations coverage. Contractor/CONTRACTOR agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor/Contractor's Work and to continue to name College as an Additional Insured for the entire 10-year period.
- 3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- 4) Broad Form Property Damage coverage, including completed operations or its equivalent.
- 5) An endorsement naming College, any other party required to be named as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- 6) Coverage on an "Occurrence" form. **"Claims Made"** and **"Modified Occurrence"** forms are not acceptable.
- 7) Coverage to include general aggregate limits on a "per project" basis.

4. Errors & Omissions Liability

(Applicable to any Design Services and/or any design/engineering/pre-construction services are part of Work)

Each Claim	\$1,000,000
Aggregate	\$3,000,000

- (a) Coverage provided must have no exclusion for design-build projects.
- (b) Evidence of coverage for ten (10) years beyond completion of the Project must be provided.

5. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a minimum total combined limit of at least the following:

(a) For Contractor/CONTRACTOR:	
Each Occurrence/Claim	\$4,000,000
Aggregate	\$10,000,000
(b) For Design Professional:	
Each Occurrence/Claim	\$2,000,000
Aggregate	\$5,000,000

6. Pollution Legal Liability \$1,000,000

(Applicable as to any pollutants or hazardous waste exposures as part of the Work). Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

7. Privacy, Security and Data Breach:

Each Claim/Occurrence	\$3,000,000
Aggregate	\$3,000,000

Privacy, security or data breach coverage, which such coverage may be provided via a separate policy or as an endorsement to any other policy the Contractor maintains.

8. Contractor “All Risk”:

Contractor shall maintain “all risk” insurance on a replacement cost basis, covering:

- a. Loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project Site.
- b. Materials or any other type of personal property (“personal property”) acquired for the Project or delivered to the Project site. Contractor agrees that it shall be solely responsible for such property unless and until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

9. Other Requirements

- (a) All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
- (b) All policies must be written by insurance companies whose rating, in the most recent Best’s Rating Guide, is not less than A VIII. All coverage forms must be acceptable to College.
- (c) Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to the College prior to commencement of any Work. Failure of College to demand such certificate or other evidence of full compliance with these insurance requirements or failure of College to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor’s obligation to maintain such insurance. College shall have the right, but not the obligation, to prohibit Contractor or

any of its subcontractors or subconsultants from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by College.

C. Additional Insureds. The insurance coverage, except Workers' Compensation and Errors and Omissions, required by this Exhibit B, shall name College, its agents, representatives, officers, directors, officials and employees (excluding contractors, architects, inspectors or any other party in direct privity of contract with College solely to perform work or services in relation to the Projects) as Additional Insureds. The endorsement shall include the following language or equivalent: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."

D. Waiver (Subrogation). The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against College, its agents, representatives, directors, officers, and employees for any claims arising out of the Design Professional's work or service.

E. Waiver (Property Insurance). College and Contractor waive all rights against each other and against College, Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.

F. Deductibles. Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.

G. College All Risk Policy. Unless otherwise provided, the College shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the College, Contractor and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Contractor shall bear the responsibility for the deductible for such coverage when a loss affects the Work. Such property insurance maintained by College does not cover any tools or equipment owned or rented by Contractor including trailers, excavators, scaffoldings, or forms. Contractor is responsible for providing insurance coverage for such items.

H. Rental Equipment. In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

I. CCIP/OCIP. If the contract documents provide for a Contractor or Owner Controlled Insurance Program (CCIP or OCIP) which provides coverage for the work, the Contractor shall comply with all provisions of any such CCIP or OCIP, as applicable.

J. Personal Property. In the event that materials or any other type of personal property (“personal property”) is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property unless and until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.

K. Additional Provisions. Any additional provisions specific to the Project are attached hereto or to the applicable Contract Documents or Project Order. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor shall comply with the more stringent provisions.

L. Right to Increase Limits. College reserves the right, in its sole discretion, to require higher limits of liability coverage if, in College’ opinion, operations by or on behalf of Contractor create higher than normal hazards.

SAMPLE



EXHIBIT C - FORM OF JOB ORDER

JOB ORDER NO. _____
PROJECT No. _____

THIS JOB ORDER entered into on the _____ day of _____, 20____, by and between the by and between Pima County Community College (College), and the "Contractor" designated below. This Job Order is entered in to pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract, dated _____, between College and Contractor (Job Order Contract). Upon full execution this Job Order, together with the Job Order Contract (including all Contract Documents as defined therein), shall be the Contract between the Parties for the Work.

College and Contractor agree as follows:

COLLEGE: **Pima County Community College**
Owner's Representative (OR):
Project Manager (PM):
Telephone:
E-mail:

CONTRACTOR: {Name}
{Address}
Arizona ROC No.:
Federal Tax ID No:
Provider Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION:

PROJECT SITE ADDRESS/LOCATION:

SCOPE OF WORK AND PROJECT SCHEDULE/DURATION: Attached Exhibit 1

CONTRACT PRICE/FEEES FOR WORK : \$ _____

LIQUIDATED DAMAGES (IF ANY): [PM to Check any that apply]
_____ Substantial Completion Amount \$ _____/day
_____ Final Completion Amount \$ _____/day
_____ Pursuant to PAG § 108.9

UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY): Attached Exhibit 2

PROJECT SPECIFIC CONDITIONS (IF ANY): Attached Exhibit 3

LIST OF PROJECT PLANS AND SPECIFICATIONS: Attached Exhibit 4

IN WITNESS WHEREOF, the parties hereto have executed this Job Order through their duly authorized representatives and bind their respective entities as of the effective date.

COLLEGE
Pima County Community College

Signature _____
Name _____
Title _____
Date _____

CONTRACTOR

Signature _____
Name _____
Title _____
Date _____

SAMPLE