

**EXHIBIT 8
JOB ORDER CONTRACTS FORM OF AGREEMENT**



**MARICOPA
INTEGRATED
HEALTH SYSTEM**

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JOB ORDER CONTRACTOR (JOC) CONTRACT

MARICOPA COUNTY, ARIZONA

Solicitation Title

Office of Procurement Services

Contract # 90-16-086

Project # Project Number

Division 0 - Bidding & Contract Requirements

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All of the exhibits above are incorporated by reference as though fully set forth herein whether or not physically attached to this contract.

NOTE: All references to “JOC” in this document are understood to mean the Discipline JOC.

END OF SECTION

**SECTION 00500
JOB ORDER CONTRACT**

A. EFFECTIVE DATE:

This CONTRACT is entered into by and between the Owner and the Job Order Contractor as Contract No. _____, and shall be effective as of _____, 20____.

B. OWNER:

MARICOPA COUNTY
c/o Facilities Management Department
401 West Jefferson Street
Phoenix, Arizona 85003

C. JOB ORDER CONTRACTOR:

Office: (______); Fax: (______); E-Mail: (_____).

D. RECITALS:

The scope of work and specifications for a broad range of services will be identified in individual Task Orders which will be issued by the Owner from time to time. See EXHIBIT D hereto.

NOW THEREFORE, intending to be legally bound and for valuable consideration, the receipt and sufficiency of which are acknowledged, the Owner and Job Order Contractor agree as follows:

E. AGREEMENT:

Article I. THE CONTRACT

- 1.1** The Task Order and other Contract Documents explained in Section 7.1 below and the definitions which are contained Section 00700, Exhibit A, govern this Job Order Contract.

Article II. THE WORK

- 2.1** The Job Order Contractor shall execute the entire Work described by each Task Order, including work which is reasonably inferable and necessary to produce the results intended by the Contract and the Task Order.

Article III. CONTRACT TIME

- 3.1** The Job Order Contractor shall have access to the area of the Work effective from the date of the Notice to Proceed for the assigned Task and shall achieve Substantial Completion and Final Completion of the Work no later than the performance period specified in each Task Order issued. The length of this Contract for services will be for a period of three (3) years with two one-year options to extend the contract, but in no event will this Contract's Term

continue longer than five (5) years from the date of the Contract. The term of this Contract shall not be extended. All Work issued hereunder must be completed in full by the final expiration date of this Contract. Extensions to this Contract for years 4 and 5 may only be made by an amendment signed by both parties. A permission to complete a Task Order that extends into Year 4 or Year 5 does not extend the Contract in its entirety for the additional year.

- 3.2** The Job Order Contractor shall achieve Substantial Completion of the Work (as defined in Section 00700, Article 9.8 herein, and evidenced by a Certificate of Substantial Completion) not later than as specified in each Task Order.
- 3.3** The Job Order Contractor shall achieve (as defined in Section 00700, Article 9.9 herein, and evidenced by a Certificate of Final Completion) no later than as specified in each Task Order.

Article IV. CONTRACT SUM

- 4.1** The Owner shall pay the Job Order Contractor in current funds for the Job Order Contractor's performance of individual Task Orders in an aggregate amount not to exceed Fifteen Million Dollars (\$15,000,000.00) in total, and not to exceed Five Million Dollars (\$5,000,000.00) per Fiscal Year, which Fiscal Year shall be designated by the Owner as beginning on July 1st and ending on June 30th of the next calendar year. The single maximum value of a task issued shall not exceed \$1,000,000.00. The Owner does not guarantee a minimum Contract Sum under this Contract, and Job Order Contractor, in accepting this Contract, does not expect a minimum Contract Sum. Payments will be made in accordance with the sum negotiated for each specific Task Order.

Maricopa County, at its sole discretion, may require the Job Order Contractor to purchase from a specified or designated County supplier (i.e. Home Depot) any and/or all available materials applied or installed by the Job Order Contractor or its subcontractors for a Task Order. The materials purchased by the Job Order Contractor(s), or its subcontractor(s), shall be purchased by the Job Order Contractor(s), or its subcontractor's, using their own funds and/or credit. Any discounts offered to the JOC by the County's material supplier shall be passed through to the County without markup. The County is not a party to these transactions and any issue/disputes shall be resolved without the involvement of the County.

- 4.2 FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION COSTS UP TO \$250,000.00**

Overhead must be all inclusive and include all "costs of doing business". The County will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the Work being performed and approved by the Owner. The Job Order Contractor agrees the overhead shall be no more than 8% and the fee shall be capped at 5%.

- 4.3 FEE AND OVERHEAD CALCULATIONS FOR CONSTRUCTION OVER \$250,000.00**

Overhead must be all inclusive and include all "costs of doing business". The County will not pay separately for items such as, but not limited to warranty, project closeout, home office expense, personal safety equipment, safety personnel, unless safety personnel is specifically required for the Work being performed and approved by the Owner. Overhead

cost and percentages in addition to Job Order Contractor fee(s) shall be negotiated between the Job Order Contractor and the County for any projects exceeding \$250,000.00.

Article V. PROGRESS PAYMENTS

- 5.1** Progress payments will be made in accordance with Article 9 of the General Conditions to the Job Order Contract.

Article VI. FINAL PAYMENT

- 6.1** Final Payment will be made in accordance with Article 9 of the General Conditions to the Job Order Contract.

Article VII. CONTRACT DOCUMENTS

- 7.1** The Contract consists of the following documents incorporated herein by this reference:

- 7.1.1** The Job Order Contract – Section 00500.
- 7.1.2** The General Conditions to the Job Order Contract – Section 00700.
- 7.1.3** Permits, Change Orders, Change Directives, amendments or modifications to the Contract.
- 7.1.4** Any and all documents issued during the procurement process for this Contract.
- 7.1.5** Task Order documents including, but not limited to, Task Orders, associated plans and specifications.
- 7.1.6** Any addenda to any issued Task Orders or other Contract documents.
- 7.1.7** Exhibits to **Section 00700:**

- Exhibit A – Definitions to the General Conditions
- Exhibit B – Alternate Dispute Resolution
- Exhibit C – Legal Worker Certification
- Exhibit D – Request for Proposal for Task Order
- Exhibit E – Performance Bond and Payment Bond Forms
- Exhibit F – SBE Reporting Document
- Exhibit G – Request for Qualifications dated ____XX, 20__
- Exhibit H – Statement of Qualifications dated ____XX, 20__
- Exhibit I – Certificate of Insurance for Job Order Contract.
- Exhibit J – General Requirements for the Job Order Contracts

All of the exhibits listed above are incorporated by reference as though fully set forth, whether or not they are physically attached to this Contract.

- 7.1.8** All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and date first above written, in counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

Principal (Signature)

Date

Enter Vendor Contact Name

Printed Name

Enter Tax ID Number

Federal Tax Identification Number

Enter Vendor Contact Title

Title

Enter Contractor's License

License Number

Enter Vendor Terms

Vendor Terms

Enter NIGP Code

NIGP Commodity Code (Advantage)

COUNTY OF MARICOPA, ARIZONA

RECOMMENDED BY:

ACCEPTED AND APPROVED:

Department Head

Date

Chairman, Board of Supervisors

Date

ATTEST:

Chief Procurement Officer

Date

Clerk of the Board

Date

LEGAL REVIEW

Approved as to form and within the powers and authority granted under the laws of the State of Arizona to Maricopa County.

By: _____
Attorney for the Board of Supervisors

Date: _____