University of Washington
Contract for Job Order Contracting Services

THIS CONTRACT is made and entered into by and between the University of Washington, hereinafter referred to as the Owner, and_____, with its home office located at _____, hereinafter referred to as the Contractor. Contractor and Owner may hereinafter be referred to as "Parties." This Contract shall be effective on the last date set forth on the signature page. This Contract shall be the agreed basis of performing the Work identified and defined in the Contract Documents.

FIRST: CONTENTS OF CONTRACT

The Contractor accepts the relationship of trust and confidence established by this Contract. The Contractor further agrees to cooperate with all interested parties and utilize its best skills, efforts, and judgment in furthering the interests of the Owner.

The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the Work called for in the Contract Documents, according to the terms of this Contract and the Contract Documents, which documents are incorporated herein by reference, as if set forth herein in full.

The Contract Documents include the following: the various University departmental Design Guides, as amended from time to time; the JOC Solicitation Documents and Specification Standards for University of Washington Job Order Contracting, dated January 2020, which include the Request for Proposals, together with any addenda thereto, and the Contractor's response to the Request for Proposals; the completed Bid Form; the Request for Final Proposals; Instructions for Bidders; General Conditions; other Special Forms identified in the Appendix to the Specification Standards; Divisions 00 and 01; any and all technical specifications and drawings both identified in the Specification Standards and/or developed in accordance with the terms of the Contract Documents; Payment and Performance Bonds; any Work Orders issued under this Contract, together with any Change Orders thereto; and this Job Order Contract, together with any Change Orders to this Job Order Contract.

SECOND: PERIOD OF PERFORMANCE AND BONDS

The initial term of the Contract shall commence upon the written execution of the Contract by Owner and Contractor and shall end two years from the date signed by Owner and Contractor and all work orders shall be given notice to proceed within the initial term or within any extension period as provided in the Contract Documents. The Owner will not issue any new Work Orders after the expiration of this Contract. Any Work Order authorized prior to the expiration of this Contract must be completed within the time specified in the Work Order. In the event the scheduled completion for any Work Order extends beyond the term of the Contract, the Contractor and Owner agree that the terms of the Contract shall continue in effect and be applicable for such Work Orders.

Further, at the beginning of the first year of the initial term of the Contract the Contractor agrees to provide a Payment Bond in the amount of $ 4,000,000, and a Performance Bond in the

amount of $ 4,000,000. At the beginning of the second year of the Contract, the Contractor shall provide a separate Payment Bond and Performance Bond, or a rider to the original Payment and Performance bonds, each for a total of $8,000,000, less the dollar amount of Work Orders that have received Final Acceptance and for which the retainage bond obligation has been released by the Owner.

THIRD: LIQUIDATED DAMAGES

Owner retains the right to establish Liquidated Damages for any Work Order. A minimum of $250.00 per day may be established on each Work Order.

FOURTH: CONTRACT COST AND BID COEFFICIENTS

(A) Minimum Committed Contract Amount:	$ 100,000
(B) In the first year, total dollar amount of executed work orders shall not exceed:	$ 4,000,000
(C) In the second year, total dollar amount of executed work orders shall not exceed:	$ 4,000,000

(D) Coefficients to be applied to priced items: AS BID

Any unused capacity from the previous year may be carried over for one year and added to the immediate following year's limit. The maximum annual volume including unused capacity shall not exceed the limit of two years.

This Contract shall be construed and governed by the laws and statutes of the State of Washington.

IN WITNESS WHEREOF: The Parties hereto have executed this Contract by having their authorized representatives affix their signatures below.

OWNER	CONTRACTOR
UNIVERSITY OF WASHINGTON	
By:	By:
Title:	Title:
	State Contractors Registration No: