



NAIPTA

(Northern Arizona Intergovernmental
Public Transportation Authority)

3773 N. Kaspar Dr., Flagstaff, AZ 86004

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[Contractor Name]

**JOB ORDER MASTER CONTRACT
CONTRACT NO. _____**

DATE: _____



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- B - Insurance Requirements
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JOB ORDER MASTER CONTRACT

No. _____

THIS CONTRACT is made and entered into on the _____ day of _____, 20____, by and between Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona, hereinafter called "NAIPTA" and the "Contractor" designated below:

NAIPTA and Contractor agree as follows:

ARTICLE 1 – PARTICIPANTS AND JOB ORDER CONTRACTING ARRANGEMENT

1.1 PARTICIPANTS

NAIPTA:	NAIPTA Project Manager: 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 NAIPTA 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 NAIPTA 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, NAIPTA 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 NAIPTA 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 Fixed Price or a Guaranteed Maximum Price (GMP), subject to the following:

- a. The Contract Price for each Job Order shall not exceed \$1,000,000.00, including any Change Orders. Therefore, to allow for any potential Change Orders, the maximum initial amount of each Job Order will normally not exceed \$900,000.00.
- b. The cumulative sum of the Job Orders performed by Contractor during any twelve (12) month period shall not exceed \$ _____ [amount to be determined based upon expected work].
- c. There is no limit on the number of Job Orders that NAIPTA may issue to Contractor during any twelve (12) month period of this Contract or during the entire period this



Contract is in effect.

- d. Contractor may not refuse any Job Order under this Contract properly issued by NAIPTA, unless Contractor explains, in writing and to NAIPTA's satisfaction, that the scope of work under a specific Job Order is poorly defined or hazardous to health or safety.

1.2.3 NAIPTA 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 Order, NAIPTA may elect to have Design Services provided by NAIPTA's internal consultants or by independent Design Professionals. Such action by NAIPTA shall not constitute a breach or otherwise violate this Contract.

1.2.4 This Contract does not obligate or require NAIPTA 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 NAIPTA 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 will be to provide construction services, including minor associated incidental design services, for a broad range of NAIPTA renovation and construction projects and will include a variety of trades, such as:

[PM – add typical expected trade such as “carpentry, roofing, excavation, interior/exterior electrical, steam fitting, HVAC, plumbing, sheet metal, painting, fencing, asbestos and lead abatement, demolition, environmental clean-up (incidental to the work), concrete, masonry, welding, landscaping” and other work as deemed necessary]

This Contract will include, but is not limited to:

[PM – add general outline to define the general scope of work included in the contract such as “the complete scope of interior and exterior work on building and structures such as remodel/renovation of existing facilities and buildings, miscellaneous building improvements involving HVAC, electrical, plumbing, carpentry, masonry, demolition (including asbestos abatement), and landscaping work.”]

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

2.1.1 The Contract between NAIPTA and Contractor shall consist of the following Contract Documents (Contract Documents):

1. This Contract;
2. General Conditions (applicable as of the date of each Job Order);
3. Exhibit A – Scope of Work included in this JOC Contract;
4. Exhibit B - Insurance Requirements;
5. Exhibit C – Job Order Form;
6. For each individual Project, the Job Order and Exhibits thereto:
 - Exhibit A – Scope of Work
 - Exhibit B – Unique Insurance and/or Bond Requirements (if any)
 - Exhibit C – Project Specific Conditions
 - Exhibit D– Project Plans and Specifications

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, shall control.

2.2 DEFINITIONS

The definitions in Sections 2, 15.1, and 16.1 of the General Conditions 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}

2.3 JOB ORDERS UNDER THIS CONTRACT

2.3.1 During the Term of this Contract, NAIPTA will issue an individual Job Order proposal request to Contractor for each Project. The process for Job Order development is set forth in Section 16.2 – 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 NAIPTA identifies a need for performance of a Project under a Job Order, NAIPTA will issue an RFP (as set forth in Section 16.2 of the General Conditions) to Contractor and also advise Contractor of the nature of the Work to be done. At the same time, NAIPTA 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 NAIPTA, Contractor will:

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

(c) Upon establishment of the scope of Work needed for a Project, Contractor will prepare its proposal for accomplishment of the Project under either a Fixed Price or a Guaranteed Maximum Price (GMP), as determined by NAIPTA under Section 16.2.2 of the General Conditions.

2.4.2 Additional procedures and requirements for the Job Order development process, including submittal of Contractor's Job Order Proposal and pricing, are set forth in Sections 16.2 – 16.3 of the General Conditions.

2.5 ISSUANCE OF JOB ORDERS



- 2.5.1 Job Orders shall be issued as set forth in Section 16.4 of 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.

ARTICLE 3 - PRE-CONSTRUCTION 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 included Services (if any) and perform the Services in accordance with Section 17 of the General Conditions. The major components of the Pre-Construction services and the corresponding subsections of Section 3 of the General Conditions are set forth below.

3.2 GENERAL REQUIREMENTS

3.2.1 Contractor shall perform the Preconstruction Services required by, and in accordance with this Contract and as outlined in the applicable Job Order and Exhibits thereto, to the satisfaction of the Project Manager, in full compliance with Section 17.2 of the General Conditions, and any written clarification or modifications to the scope of the Preconstruction Services agreed to in writing by Contractor and NAIPTA.

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 NAIPTA, the Project and the Contract, including, without limitations those set forth in the General Conditions, the Appendices thereto and in the specific Job Orders.

3.2.3 Contractor will comply with all applicable terms and conditions of the General Conditions.

3.3 DETAILED PROJECT SCHEDULE

If requested by NAIPTA, Contractor shall prepare and present to NAIPTA a Detailed Project Schedule that is acceptable to NAIPTA and in accordance with Section 17.3 of the General Conditions.

3.4 DESIGN DOCUMENT REVIEWS

Contractor shall conduct the evaluations, perform the design document reviews, make the recommendations and provide the other Services required by NAIPTA in relation to the Job Order, and provide all such services in accordance with Section 17.4 of the General Conditions.

3.5 BASELINE COST MODEL, DETAILED COST ESTIMATES AND SCHEDULE OF VALUES

3.5.1. If requested by NAIPTA, Contractor shall prepare and submit the Baseline Cost Model, Detailed Cost Estimates and Schedule of Values in accordance with Section 17.5 of the General Conditions.

3.5.2. The Proposal submitted by Contractor shall not exceed NAIPTA's budget for the construction of the Project ("Construction Budget"), and if Contractor fails to do so, NAIPTA shall have the right to terminate or suspend the JOB Order and no further payments shall be due from or made by NAIPTA to Contractor.

3.6 SUBCONTRACTOR AND MAJOR SUPPLIER SELECTIONS



Contractor shall select and obtain approval of Subcontractors and Suppliers in accordance with Section 17.6 of the General Conditions.

3.7 PROPOSAL FIXED PRICE\GUARANTEED MAXIMUM PRICE (GMP)

3.7.1 Contractor shall submit a Proposal, either Fixed Price or Guaranteed Maximum Price (GMP) for the entire Work, and for each phase (if required) of the Work in conformance with Section 16.2.3 of the General Conditions. The Proposal shall be presented in a format acceptable to NAIPTA based upon the Contract Documents. NAIPTA may change the schedule, format, and/or requirements for the Proposal as it deems necessary during Pre-Construction and may request resubmittal of the Proposal to reflect such changes.

3.7.2 Preparation, submittal, review, and approval (or disapproval, if applicable) of the Proposal shall be done in accordance with Section 17.7 of the General Conditions.

3.7.3 For the purpose of a GMP Proposal, the parties agree that, as an alternative to Coefficients:

1. The Contractor Fee shall be equal to ____ percent of the Direct Costs or a fixed amount of \$_____;
2. The Contractor Contingency based upon ____ percent complete Construction Drawings shall be equal to ____% of the Cost of the Work plus Contractor Fee; and
3. General Conditions Costs shall be a fixed amount or percentage agreed to in writing as part of the Baseline Cost Model.

3.7.4 The Proposal shall not exceed NAIPTA's Construction Budget.

3.7.5 The provisions of Section 15 of the General Conditions applicable to GMP contracts shall apply to this Contract if a GMP Proposal is requested and accepted by NAIPTA.

3.8 ADDITIONAL PRE-CONSTRUCTION SERVICES

Additional Pre-Construction Services that are outside the scope of the Services required under the Contract Documents, if any, shall be subject to, governed by, and performed and compensated in accordance with Section 17.9 of the General Conditions.

ARTICLE 4 – CONSTRUCTION SERVICES

4.1 GENERAL

4.1.1 Contractor agrees to perform, at its own cost and expense, 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 the 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, the Contractor shall fully comply with all Laws, Regulations, or Legal Requirements applicable to NAIPTA, the Project and the Contract, including, without limitation, those set forth in the General Conditions and Appendices thereto and the Job Orders.



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 Proposal accepted by NAIPTA, or otherwise approved by NAIPTA 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 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 NAIPTA as set forth in Section 17.2.6 of the General Conditions. 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 NAIPTA. The rights in this Section are exclusive to NAIPTA 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.

4.2.2 Any additional items which Contractor must deliver to NAIPTA prior to commencing the Work under a Job Order, if any, include those set forth in Exhibit A to the Job Order.

4.3 PRE-CONSTRUCTION CONFERENCE

If requested by NAIPTA, Contractor shall attend the Pre-Construction Conference in accordance with Section 4.3 of the General Conditions.

4.4 PERFORMANCE OF THE WORK (INCLUDING FIELD MEASUREMENTS, SUBCONTRACTORS, AND SUPPLIERS)

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

4.5 CONTROL OF THE PROJECT SITE

Contractor shall control and maintain the Project Site in accordance with Section 4.5 of the General Conditions.

4.6 PROJECT SAFETY

Contractor shall implement and enforce Project safety in accordance with Section 4.6 of the General Conditions.

4.7 MATERIALS QUALITY, SUBSTITUTIONS AND SHOP DRAWINGS

Contractor shall provide materials testing and submit substitute materials and shop drawings in accordance with Section 4.7 of the General Conditions.

4.8 PROJECT RECORD DOCUMENTS

Contractor shall maintain and make available the Project Record Documents in accordance with Section 4.8 of the General Conditions.

4.9 WARRANTY AND CORRECTION OF DEFECTIVE WORK

Contractor shall provide warranties and correct defective Work in accordance with Section 4.9



of the General Conditions.

4.10 NAIPTA'S PERFORMANCE OF NECESSARY WORK

NAIPTA shall have the right to perform necessary work which Contractor does not perform, and Contractor shall have the obligation to pay and/or reimburse NAIPTA the full cost thereof, in accordance with Section 4.10 of the General Conditions.

ARTICLE 5 – NAIPTA RESPONSIBILITIES

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

{If any, to be added by PM}

5.1.1 One copy of data in NAIPTA's possession or control which NAIPTA 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 NAIPTA.

5.2 NAIPTA 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 services to be provided or responsibilities assumed, by NAIPTA, if any, are listed below:

{If any, to be added by PM}

5.4 Additional Information to be provided by NAIPTA, if any, is listed below:

{If any, to be added by PM}

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 NAIPTA to do so. Any exercise of any option to renew this Contract beyond the base period will only be effective upon written notice from NAIPTA.

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 NAIPTA 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 and 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 NAIPTA, 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 NAIPTA'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 the Project Schedule. Substantial Completion shall be determined in accordance with Section 6.3 of the General Conditions.

6.4 FINAL COMPLETION AND FINAL ACCEPTANCE

6.4.1 Final Completion shall be achieved within the time period set forth in the Project Schedule.

6.4.2 Final Completion will be determined, and Final Acceptance will be issued, pursuant to Section 6.4 of the General Conditions.

6.4.3 NAIPTA 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 NAIPTA's rights in accordance with Section 6.5 of the General Conditions.

6.5 LIQUIDATED DAMAGES

6.5.1 Optional Liquidated Damages. NAIPTA 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.

6.5.2 Liquidated damages, if applicable, shall be calculated and assessed as set forth in Section 16.6 of the General Conditions.

6.6 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES ONLY

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

- .1 Damages incurred by NAIPTA 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.

6.6.2 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 6.8 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with Article 6.6 above.

6.6.3 Nothing herein shall be deemed to constitute a waiver of any other remedy available to NAIPTA 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 NAIPTA 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 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 recover for a breach of this Agreement.



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 (and performance of pre-construction Services if applicable) under a specific Job Order, and subject to all of the terms of this Contract, NAIPTA will pay Contractor the “Contract Price” agreed to by NAIPTA as set forth in each Job Order.
- 7.1.2 The Contract Price for each Job Order 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 (and services if applicable).
- 7.1.3 The Contract Price for each Job Order, subject only to additions and deductions by Change Order or as otherwise provided in the Contract Documents, may be determined using the Contractor Coefficients set forth below as applied to the Contractor’s subcontracted costs set forth in the Schedule of Values for each Job Order.

Self-Performed work (including any direct purchases or other miscellaneous costs to the JOC) – Mark-up

	Direct Cost of the Individual Project (Delivery Order) Value					
	\$0 - \$49,999	\$50,000 - \$99,999	\$100,000 - \$199,999	\$200,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000 +
Coefficient	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>

Subcontracted Work – Mark-up

	Direct Cost of the Individual Project (Delivery Order) Value					
	\$0 - \$49,999	\$50,000 - \$99,999	\$100,000 - \$199,999	\$200,000 - \$499,999	\$500,000 - \$999,999	\$1,000,000 +
Coefficient	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>	<x.xx>

The coefficients shown in the table above shall be used to determine the amount payable to the Contractor for direct and subcontracted costs for each Job Order. Mark-up coefficients shall include Contractor’s fee, costs of premiums for bonds, insurance, and all expenses or costs listed in the Contract General Conditions, along with all other expenses or costs not included in the Direct Cost of the Work, including any pre-construction services (i.e. estimating, etc.). Sales Tax will be added to the above amounts for the total cost of the Work.

The total amount payable to Contractor for the Project (actual cost plus overhead plus profit) shall be determined by multiplying the total direct cost for subcontracted or self-performed work as set forth in the Contractor’s Project Schedule of Values, plus other allowable direct costs to the Contractor for the Project, by the appropriate coefficient from the table set forth above.

7.2.1 COSTS

For any portion of the Work which, either through this Contract, Specific Job Order, Change Order or otherwise, is performed and paid for on a cost, or time and materials, basis, the costs which may be reimbursed to Contractor and/or chargeable against the Contract Price shall be determined as set forth in Section 15 of the General Conditions.

ARTICLE 8 – PAYMENT

- 8.1 If the Work under a specific Job Order is to be completed in less than ninety (90) days, Contractor shall submit a single invoice, and payment thereon will be made in a single lump sum payment, to the extent payment is actually and currently owed, in accordance with A.R.S. § 34-609, a subject to NAIPTA’s rights under Section 8 of the General Conditions.



- 8.2** If the Work under a specific Job Order is to be completed in ninety (90) days or more, payments will be made to Contractor in accordance to Section 8 (and Section 17.8 if the Job Order includes pre-construction Services) of the General Conditions.
- 8.3** NAIPTA may, at its sole option, agree to make monthly progress payments to Contractor in accordance with Section 8 of the General Conditions on specific Job Orders for Projects to be completed in less than ninety (90) days.

ARTICLE 9 – CHANGES TO THE CONTRACT

Changes to the Contract and/or Job Orders may be made in strict accordance with Section 9 of 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 Section 10 of the General Conditions.

ARTICLE 11 – INSURANCE AND BONDS

- 11.1** 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 NAIPTA prior to commencing any Work under this Contract.
- 11.2** Contractor shall provide performance and payment bonds to NAIPTA in accordance with Section 11.2 of the General Conditions and A.R.S. § 34-610(A) in an initial penal amount of \$ _____ each, to cover Job Orders issued under this Contract. This initial penal amount shall cover Job Orders of less than \$500,000. Job Orders of \$500,000 or more will require separate bonding for each such Job Order. Additional bond or surety amounts or requirements applicable to individual Job Orders, if any, shall be set forth in each Job Order.
- 11.3** If and when the total Contract Price for Job Orders issued under this Contract reaches or approaches the penal amount of the bonds provided by Contractor, NAIPTA shall require Contractor to increase the bond amounts to amounts determined by NAIPTA, in its sole discretion, to be sufficient to protect NAIPTA's interests and comply with applicable statutes. No additional Job Orders shall be issued to Contractor until NAIPTA's additional bond requirements have been fully satisfied by Contractor.
- 11.4** Failure to provide proof of insurance and the required endorsements, or the required bonds, in forms acceptable to NAIPTA will be a material breach and sufficient grounds for NAIPTA's termination for cause of a specific Job Order and/or this Contract.

ARTICLE 12 – INDEMNIFICATION

Contractor shall have and assume the indemnity obligations set forth in Section 12 of the General Conditions.

ARTICLE 13- DISPUTE RESOLUTION

Any claims or disputes relating to this Contract shall be resolved according to the dispute resolution process set forth in Section 13 of the General Conditions.



ARTICLE 14 – MISCELLANEOUS PROVISIONS

The miscellaneous provisions set forth in Section 14 of the General Conditions shall apply to this Contract.

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.

**“NAIPTA”
NORTHERN ARIZONA INTERGOVERNMENTAL
PUBLIC TRANSPORTATION AUTHORITY, a political
subdivision of the State of Arizona**

Signature _____
Name _____
Title _____

ATTEST:

Signature _____
Name _____
Title _____

APPROVED AS TO FORM:

DICKINSON WRIGHT PLLC,
NAIPTA Attorneys

**“Contractor”
[Name]**

Signature _____
Name _____
Title _____



EXHIBIT A – SCOPE OF WORK

{To be completed by PM}



EXHIBIT B - INSURANCE REQUIREMENTS

{NAIPTA's Insurance Requirements standard Exhibit B, once approved by _____}



EXHIBIT C - FORM JOB ORDER