

Job Order No. _____

Project No. _____



**City of Mesa, Arizona
Engineering Department**

Project Name: _____

Job Order No.: _____ / **Project No.:** _____

Job Order Master Contract No.: _____, dated _____

THIS JOB ORDER is made and entered into on the _____ day of _____, 20____, by and between the City of Mesa, an Arizona municipal corporation (“City”) and the “Contractor” designated below. This Job Order is entered into pursuant to and incorporates herein the terms and provisions of the Job Order Master Contract. This Job Order, including all of the Contract Documents and Exhibits, shall be the Contract between the parties for the Work.

City and Contractor agree as follows:

CITY:

City of Mesa
Project Manager:
Telephone:
E-mail:

CONTRACTOR:

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

DESIGN PROFESSIONAL:

(Name)
(Address)
Design Professional Representative:
Telephone:
E-mail:

PROJECT DESCRIPTION:

PROJECT SITE ADDRESS/LOCATION:

SCOPE OF WORK: Attached Exhibit A

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CONTRACT DURATION: _____ (Calendar Days)

CONTRACT PRICE FOR WORK: Guaranteed Maximum Price/GMP of \$ _____.

SUBSTANTIAL COMPLETION: APPLIES DOES NOT APPLY

Typically used for vertical projects, parks, and certain pump projects. PM to discuss with Supervising Engineer.

Substantial Completion shall be achieved no later than the Substantial Completion Date set forth in the Project Schedule. Substantial Completion shall be determined in accordance with General Conditions Section 6.3.

LIQUIDATED DAMAGES: APPLY DO NOT APPLY

Liquidated Damages apply when there is a client department or other required completion deadline.

Substantial Completion Liquidated Damages. Contractor acknowledges and agrees that if Contractor fails to achieve Substantial Completion of the Work in accordance with General Conditions Section 6.3, City will sustain extensive damages and serious loss as a result of such failure. The exact amount of such damages will be extremely difficult to ascertain. Therefore, City and Contractor agree that if Contractor fails to achieve Substantial Completion of the Work within the Contract Time, City shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the Substantial Completion Date required under the Contract until the actual date of Substantial Completion:

\$ (to be reviewed by PM if Substantial Completion applies – per Liquidated Damages Table 108-1 of the MAG Uniform Standard Specifications & Details [dated January 2013]) per calendar day.

Final Acceptance Liquidated Damages. For the same reasons set forth in Article 6.5.1 above, City and Contractor further agree that if Contractor fails to achieve Final Acceptance of the Work within the Contract Time, City shall be entitled to retain or recover from Contractor, as liquidated damages and not as a penalty, the following per diem amounts commencing from the actual date of Substantial Completion or Final Acceptance as required under the Contract.

\$ (to be added by PM, if applicable) per calendar day.

MAG Liquidated Damages. If no liquidated damages are specified in Articles 6.5.1 and/or 6.5.2 above, then the liquidated damages provisions in MAG § 108.9 shall apply.

City may deduct liquidated damages described in this Article 6.5 above from any unpaid amounts then or thereafter due Contractor under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due Contractor shall be payable to City at the demand of City, together with interest from the date of the demand at the highest lawful rate of interest payable by Contractor.

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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.

**“CITY”
CITY OF MESA**

Signature _____
Name _____
Title _____

ATTEST:

Signature _____
Name _____
Title _____

**“CONTRACTOR”
COMPANY NAME**

Signature _____
Name _____
Title _____

STATE OF ARIZONA)
) ss.
County of Maricopa)

SUBSCRIBED AND SWORN TO before me, the undersigned notary public,
by _____, who was identified as the _____ of
_____, on this _____ day of _____, 20____.

Notary Public

My Commission expires:

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EXHIBIT A – SCOPE OF WORK

(___ PAGES)

All terms and conditions are set forth in the Contract. Any terms and conditions and/or exceptions noted in the Contractor's proposal, GMP, or other documents do not apply unless agreed to in this Contract or an approved addendum.

Contractor shall perform all work in accordance with the plans and requirements identified in Exhibit D.3 and as identified below:

NOTE TO PROJECT MANAGER – If there are any unique requirements of the project not identified in Exhibit D, list below.

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EXHIBIT B – UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY)

(1 PAGE)

See Job Order Master Contract, Exhibit B – Standard Insurance Requirements.

Performance and Payment Bonds are required for each Job Order.

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EXHIBIT C – UNIQUE COMPLIANCE WITH SPECIFIC GOVERNMENT PROVISIONS

(PAGE)

NOTE TO PROJECT MANAGER & CONTRACT SERVICES SPECIALIST –

The City must comply with specific government provisions. These provisions must be reviewed and approved by the Contract Services Specialist (CSS). In addition, the CSS is to confirm funding for this project.

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**EXHIBIT D – PROJECT SPECIFIC PROVISIONS AND PROJECT PLANS AND
SPECIFICATIONS**

(___ PAGES)

NOTE TO PROJECT MANAGER – To be completed by PM.

- 1. Special Conditions – See attached Project Specific Provisions**

- 2. Technical Specifications**
Specification Title: _____ Date: _____

- 3. Plans**
Drawing Title: _____ Date: _____
Project Number: _____
Drawing 'A' Number: A-_____ to A-_____