



NAIPTA

**(Northern Arizona Intergovernmental
Public Transportation Authority)**

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**DESIGN PROFESSIONAL SERVICES
(Type)**

MASTER CONTRACT

CONTRACT NO.



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DESIGN PROFESSIONAL MASTER CONTRACT

Design Professional Type
Contract No. _____

THIS MASTER 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 _____ (“Design Professional”).

NAIPTA and Design Professional agree as follows:

ARTICLE 1 – PARTIES

NAIPTA:
NAIPTA
Project Manager:
Telephone:
Fax:
E-mail:

DESIGN PROFESSIONAL: (Name)
(Address)
Arizona Registration No.
Federal Tax ID No.:
Design Professional Representative:
Telephone:
Fax:
E-mail:

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between NAIPTA and Design Professional for any project shall consist of the following Contract Documents:

1. This Master Contract;
2. General Conditions, dated _____, and General Conditions Appendices, incorporated by reference;
3. Project Task Order in the form attached hereto as Exhibit A;
4. Exhibit B - Insurance Requirements- attached;
5. The Request for Statement of Qualifications (RSOQ) or Request for Proposals (RFP) issued by NAIPTA for this Master Contract; and
6. The Statement of Qualifications (SOQ) or Proposal submitted by Design Professional dated _____.

2.1.1 Master Agreement: This is a Master Contract providing the basis by which NAIPTA may issue, and Design Professional may accept, an authorization to perform Services for or in relation to a specific project. This Master Contract shall govern all contracts and other agreements between NAIPTA and Design Professional, unless expressly excluded, in writing, in such contract or agreement.



1. Authorization by NAIPTA to perform Services and agreement by Design Professional to perform specific Services shall be made by separate "Project Task Order", as set forth in the attached Exhibit A. The terms and conditions set forth herein, and attached hereto, including any and all Exhibits and properly adopted amendments or modifications hereto, are expressly agreed to by Design Professional and shall be applicable for any and all Services performed by Design Professional for NAIPTA and shall be incorporated (whether specifically referenced or not) into every Project Task Order, change order, contract or agreement (whether written or oral) entered into between Design Professional and NAIPTA. This Master Contract does not obligate or require NAIPTA to offer any Project Task Order to Design Professional, and no contract in relation to any specific Services shall be entered into until a Project Task Order therefore has been fully executed by NAIPTA and Design Professional.
2. Agreement to the terms set forth herein is a material and necessary precondition and inducement to NAIPTA entering into this Master Contract, and each Project Task Order, with Design Professional.

2.1.2 Issuance of Project Task Orders: NAIPTA may, in its sole discretion, issue a Project Task Order in the form attached hereto as Exhibit A, to Design Professional to perform the Services specified in the Project Task Order. Upon acceptance by the Design Professional, each Project Task Order, together with this Master Contract, shall constitute the Contract for performance of the Services set forth in the Project Task Order.

2.1.3. General Conditions and Specifications: NAIPTA [has adopted standard General Conditions which apply to all construction projects and construction contracts entered into by NAIPTA \("General Conditions"\). NAIPTA has also adopted and operates under the Standard Specifications and Details set forth in Section 3 of the General Conditions \("Standard Specifications"\). Section 18 of the General Conditions apply to Design Professional and all of Design Professional's subconsultants and subcontractors must be aware of, abide by, and incorporate the General Conditions and Project Specific Provisions as they apply to the Project into Design Professional's performance of the Services, as well as all specifications, details, drawings, and or other documents generated under this Master Contract. Unless otherwise provided herein, the definitions in the General Conditions shall apply to this Master Contract and all documents related to this Master Contract. Any questions concerning the applicability of any specific provisions of the General Conditions or Specifications to the Project or the Services shall be directed in writing to the Contract Manager. The General Conditions are available on the Internet at: <https://mountainline.az.gov/naipta-information/purchasing/>.](#)

2.1.4 Conflicts: In the event of a conflict between this Master Contract and the General Conditions or any exhibit hereto or appendix thereto, the terms of this Master Contract shall control, and the specific terms of a Project Task Order will control over the terms of this Master Contract.

2.2 DEFINITIONS

The definitions in Section 2 and the additional definitions in Section 18 of the General Conditions apply to all the Contract Documents apply to this Master Contract and all Project Task Orders. Additional definitions or defined terms applicable to all the Contract Documents for this Project, if any, will be set forth in the applicable Project Task Orders.

2.3 TEAM APPROACH

As set forth in the definition of "Team Approach" set forth in Section 2 of the General Conditions, NAIPTA desires to implement a comprehensive team approach to the design, construction, and documentation of all NAIPTA Projects. See also Section 18.2.2 of the General Conditions.

ARTICLE 3 – SERVICES



- 3.1** Design Professional shall perform the Services required by, and in accordance with this Master Contract and as outlined in the applicable Project Task Order to the satisfaction of the Project Manager and in full compliance with Section 18.2 of the General Conditions, the General Standard of Care. In addition, Design Professional shall provide all of the Services set forth in Section 18.3 of the General Conditions, Services, as applicable to a specific Project Task Order and appropriate for the Project encompassed by the Project Task Order.

ARTICLE 4 – DELIVERABLES

4.1 DELIVERABLES AS PART OF THE SERVICES

Design Professional shall provide all of the Deliverables required under the Project Task Order in the time specified, manner and format required by and to the satisfaction of NAIPTA.

4.2 DESIGN PROFESSIONAL’S PRE-CONTRACT AND PRE-SERVICE DELIVERABLES

- 4.2.1 Design Professional shall timely provide the Deliverables in accordance with Section 4.2. of the General Conditions, with the term “Design Professional” replacing “Contractor,” and the word “Work” meaning the “Services”. Unless otherwise provided in a Project Task Order, Sections 4.2.5 and 4.2.6 shall not apply.
- 4.2.2 Design Professional shall also timely provide to NAIPTA all of the Deliverables necessary to fully and timely complete all of the Services under a Project Task Order in compliance with Sections 18.2, 18.3 and 18.6 of the General Conditions.
- 4.2.3 Additional items, if any, which Design Professional must deliver to NAIPTA prior to commencing the Services on a Project shall be set forth in the Project Task Order.

ARTICLE 5 – NAIPTA RESPONSIBILITIES

- 5.1** NAIPTA shall have the responsibilities, and provide the information specified in, and subject to the conditions set forth in, Section 5 of the General Conditions, with the term “Design Professional” replacing “Contractor,” and the word “Work” meaning the “Services”.
- 5.2** Additional services to be provided and responsibilities assumed, by NAIPTA, if any, shall be set forth in the Project Task Order.
- 5.3** Additional information to be provided by NAIPTA, if any, shall be set forth in the Project Task Order.

ARTICLE 6 – CONTRACT TIME

Time is of the essence of this Master Contract and each Project Task Order. Design Professional shall complete all Services within the schedule set forth in the Project Task Order, and in full compliance with Sections 18.6.

ARTICLE 7 – CONTRACT PRICE

The Contract Price to be paid by NAIPTA to Design Professional In exchange for the full, timely and acceptable performance of the Services under the Project Task Order shall be set forth in each Project Task Order and shall be subject to Sections 18.7 and

ARTICLE 8 – PAYMENT

8.1 PAYMENT



Unless otherwise set forth in the Project Task Order, NAIPTA shall pay the Design Professional for the Services as set forth in Section 18.8.1 of the General Conditions. In addition, Sections 18.5 through 18.7 shall apply to payments under this Master Contract and/or Project Task Orders.

8.2 NAIPTA' RIGHT TO WITHHOLD PAYMENT

NAIPTA may withhold payment to such extent as may be necessary in NAIPTA' opinion to protect NAIPTA from loss for which Contractor is responsible, including, without limitation, for those reasons set forth in Section 8.5 of the General Conditions, with the term "Design Professional" replacing "Contractor," and the word "Work" meaning the "Services".

8.3 FINANCIAL RECORD KEEPING AND NAIPTA' AUDIT RIGHT

Section 8.9 of the General Conditions apply to Design Professional, this Master Contract and all Project Task Orders, with the term "Design Professional" replacing "Contractor," and the word "Work" meaning the "Services".

ARTICLE 9 – CHANGES TO THE CONTRACT

9.1 Changes to the Contract may be made in accordance with Section 9 of the General Conditions, with the term "Design Professional" replacing "Contractor," and the word "Work" meaning the "Services".

9.2 In order to be effective, any and all changes or amendments in the Contract Documents must be in writing signed by the Parties.

ARTICLE 10 – SUSPENSION AND TERMINATION

The Contract may be suspended and/or terminated in accordance with Section 10 of the General Conditions, with the term "Design Professional" replacing "Contractor," and the word "Work" meaning the "Services".

ARTICLE 11 – INSURANCE

11.1 INSURANCE

Design Professional shall provide insurance as provided on the attached Exhibit B, and in accordance with Section 11.1 of the General Conditions, as well as any additional insurance required under each Project Task Order. Design Professional shall provide proof of such insurance and all required endorsements in form acceptable to NAIPTA prior to commencing any Services under the Contract.

11.2 FAILURE TO PROVIDE

Failure to provide proof of insurance and the required endorsements, in forms acceptable to NAIPTA, will be material breach and grounds for termination of the Contract by NAIPTA for cause.

ARTICLE 12 – INDEMNIFICATION

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

ARTICLE 13 – DISPUTE RESOLUTION

13.1 All disputes and claims arising out of or relating to the Contract, the Services, or the Project shall be resolved as set forth in Section 13 of the General Conditions, with the term "Design Professional" replacing "Contractor," and the word "Work" meaning the "Services".

13.2 Design Professional shall continue performance of the Services as required under Section 18.6 of the General Conditions.



ARTICLE 14 – MISCELLANEOUS PROVISIONS

The Miscellaneous Provisions in Section 14 of the General Conditions shall apply to the Contract, with the term “Design Professional” replacing “Contractor,” and the word “Work” meaning the “Services”.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Master Contract through their duly authorized representatives, whose signatures 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

“DESIGN PROFESSIONAL”

[COMPANY NAME]

Signature _____

Name _____

Title _____



EXHIBIT A – PROJECT TASK ORDER FORM

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

DESIGN PROFESSIONAL PROJECT ORDER

Project Task Order No. _____
Contract No. _____
Project No. _____

THIS PROJECT ORDER 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 "Design Professional" designated below. This Project Task Order is entered in to pursuant to and incorporates herein the terms and provisions of the Design Professional Contract No. _____, dated _____, 20____, between NAIPTA and Contractor (“Contract”). Upon full execution of this Project Task Order, the Project Task Order, together with the Project Task Order Contract (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the professional services specified herein (“Services”).

NAIPTA and Design Professional agree as follows:

NAIPTA:
NAIPTA
Project Manager:
Telephone:
Fax:
E-mail:

DESIGN PROFESSIONAL: {Name}
{Address}
Design Professional Representative:
Telephone:
Fax:
E-mail:

PROJECT DESCRIPTION: This Project Task Order # _____ is _____.

The Project is scheduled to commence on _____, 20__ and be completed no later than _____, 20__.

PROJECT SITE ADDRESS/LOCATION: This Project Task Order # _____ is located _____.

PROJECT TASK ORDER PRICE (Not to Exceed): \$ _____

1. _____ **Fixed Price:** All-inclusive in the above Project Task Order Price; or
2. _____ **Fee plus Costs:** The Project Order Task Fee is in the amount of \$ _____ to be paid in installments based upon monthly progress reports and detailed invoices submitted by _____ in such form as approved by NAIPTA, to be paid subject to the following limitations:



a. Documentation of Monthly Progress

- i. Prior to approval of the preliminary documentation (or ___% of plans), the billed amount shall not exceed ___% of the total Contract Price.
- ii. Prior to approval of the final documentation (or ___% of plans) deliverable, the billed amount shall not exceed ___% of the total Contract Amount.
- iii. If the Services include the preparation of studies, design concepts, or other investigations, progress payments shall not exceed ___% of the total Contract Amount prior to submittal of the final report deliverables.

b. Reimbursable Costs: (Reimbursable costs are at state per diem rates for all travel, lodging, and incidentals.)

- i. The Project Task Order Reimbursable Cost is in the amount of \$_____ to be paid based upon monthly progress reports and detailed invoices submitted by _____ in such form as approved by NAIPTA

c. Other:

- i. Sub-Contractor Mark Up will be paid in the following manner: _____.
- ii. Unique Insurance and/or Bond Requirements: _____.
- iii. Unique Compliance with Government Provisions: _____.

SCOPE OF SERVICES, DELIVERABLES, AND PROJECT SCHEDULE/DURATION: Attached Exhibit A

UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY) (Article 11): Attached Exhibit B.

PROJECT SPECIFIC CONDITIONS (IF ANY): Attached Exhibit C.

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

“NAIPTA”

Signature _____
 Name _____
 Title _____

“GCS”

Signature _____
 Name _____
 Title _____

ATTEST:

Signature _____
 Name _____
 Title _____



PROJECT TASK ORDER # __

EXHIBIT A – SCOPE OF WORK AND PROJECT SCHEDULE

(To be completed by NAIPTA)

PROJECT DESCRIPTION:

(To be completed by NAIPTA:)

PROJECT SCHEDULE:

(To be completed by NAIPTA:)

PROJECT DELIVERABLES:

(To be completed by NAIPTA:)



PROJECT TASK ORDER # __

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

NOTE: Professional's Insurance coverage to be reviewed and approved by Contract Services Specialist PRIOR TO CONTRACT EXECUTION.

{Provide any additional insurance requirements beyond the Standard Insurance Requirements, and/or bond requirements for the Project beyond the original contract scope to confirm adequate insurance and bond coverages for this Project}



PROJECT TASK ORDER # __

EXHIBIT C
PROJECT SPECIFIC CONDITIONS (IF ANY)



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