



## **Mountain Line PROFESSIONAL SERVICES CONTRACT**

This Contract is made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the "Effective Date"), by and between the Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona ("Mountain Line"), and \_\_\_\_\_, a[n] \_\_\_\_\_ ("Consultant"). Mountain Line and Consultant may be referred to in this Contract collectively as the "Parties" and each individually as a "Party."

### **RECITALS**

- A. Mountain Line wishes to enter into a contract for \_\_\_\_\_ services;
- B. Mountain Line issued Request for Proposals, RFP \_\_\_\_\_ (the "RFP"), in order to obtain those services;
- C. The Consultant submitted the successful Proposal, including the Best and Final Offer pricing, ("Proposal");
- D. Consultant is qualified to perform the Services;
- E. Mountain Line desires to contract with the Consultant to provide these Services;
- F. The Consultant is ready, willing, and able to provide the Services pursuant to the terms of this Agreement; and
- G. Mountain Line is authorized to execute this contract for professional services.

Now therefore, in consideration of the mutual promises and obligations set forth in this Contract the Parties agree as follows:

### **AGREEMENTS**

#### **ARTICLE 1: SCOPE OF SERVICES**

1. Scope of Services. Consultant shall provide the services described in the Scope of Services attached here to as **Exhibit A** (the "Services"). All work will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve Consultant of any liability for defective, non-complying, improper, negligent, or inadequate Services rendered pursuant to this Contract.

2. General Conditions and Specifications: Mountain Line has adopted standard General Conditions which apply to all construction projects and construction contracts entered into by Mountain Line ("General Conditions"). Mountain Line has also adopted and operates under the Standard Specifications and Details set forth in Section 3 of the General Conditions ("Standard Specifications"). Mountain Line 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 Services and all of Design Professional’s subconsultants and subcontractors providing such Services. Appendix 1 to the General Conditions set forth policies and requirements applicable to Mountain Line projects. To the extent they apply and/or impact the Services being rendered, Consultant shall comply with and render its Services in full compliance with all of the foregoing. 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 Mountain Line representative designated by Mountain Line. The General Conditions are available on the Internet at: <https://mountainline.az.gov/services-programs/purchasing/>.

3. Government Provisions and Project Specific Conditions. Exhibits C and D set forth additional government provisions which Consultant and project specific conditions, if any, which Consultant shall comply with in performing the Services.

4. Coordination: Consultant shall be responsible for coordinating the performance of the Services with Mountain Line, the City of Flagstaff and Arizona Department of Transportation (“ADOT “), and the design professionals and contractors involved in the Project, as applicable. Consultant shall also cooperate with Mountain Line in communicating with, obtaining necessary approvals or permits from, and responding to, any applicable government entity or regulatory agency, including participation in any hearings or meetings.

## **ARTICLE 2: FEES**

1. The amount paid to Consultant under this Contract, including reimbursable expenses, shall not exceed \$\_\_\_\_\_.

2. Consultant shall be paid according to the schedule set forth in **Exhibit A**.

3. Monthly payments may be made to Consultant on the basis of a progress report prepared and submitted by Consultant for the work completed through the last day of the preceding calendar month. Mountain Line reserves the exclusive right to determine the amount of work performed and payment due the Consultant on a monthly basis. Consultant shall include with each invoice delivered to Mountain Line such documentation as the Contract Administrator may require to make its determination of work performed and payment due and any such determination by Mountain Line shall be for the purpose of payment and shall not be deemed an approval of any portion of the Services or a waiver of any of Mountain Line's rights hereunder. Mountain Line shall pay Consultant's approved invoices within thirty (30) days of receipt.

4. If for any reason the Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if the Consultant violates any of the covenants, agreements, or stipulations of this Contract, Mountain Line may withhold from payment due to the Consultant such amounts as are necessary to protect Mountain Line's position for the purpose of set-off until such time as the exact amount of damages due to Mountain Line from Consultant is agreed to by the parties in writing, or is determined by a court of competent jurisdiction.

## **ARTICLE 3: TERM OF CONTRACT**



1. This Contract shall be in full force and effect when approved and signed by Mountain Line. The first term of this Agreement shall be from the Effective Date thru XXXX, unless sooner terminated as provided herein. This Agreement may be renewed in writing, signed by both parties, for up to two (2) additional five (5) year periods upon the same terms and conditions set forth in this Agreement.

#### **ARTICLE 4: TERMINATION OF CONTRACT**

1. Mountain Line has the right to terminate this Contract for cause or convenience or to terminate any portion of the Services which have not been performed by the Consultant.

2. In the event Mountain Line terminates this Contract or any part of the Services as herein provided, Mountain Line shall notify the Consultant in writing, and immediately upon receipt of such notice, the Consultant shall discontinue all Services, or the specific Services being terminated, as applicable, under this Contract.

3. Upon such termination, the Consultant shall immediately deliver to Mountain Line any and all documents or work product generated by the Consultant under the Contract (collectively, the "Work Product"), together with all unused material supplied by Mountain Line applicable to the Services being terminated. Consultant shall be responsible only for such portion of the work as has been completed and accepted by Mountain Line. Use of incomplete data by Mountain Line shall be their sole responsibility.

4. Upon receipt of notice of termination, Consultant shall appraise the Services it has completed but has not yet been paid for and shall submit the Services and appraisal to the Contract Administrator for evaluation.

5. The Consultant shall receive as compensation in full for Services performed and approved by the Contract Administrator to the date of such termination, a fee for the percentage of Services actually completed and accepted by Mountain Line. This fee shall be in an amount to be mutually agreed-upon by the Consultant and Mountain Line, based upon the Scope of Work set forth in **Exhibit A** and the payment schedule set forth in Article 2 of this Contract. If mutual agreement between the Parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the Scope of Work and the amount of compensation Consultant is entitled to for such work, and the Contract Administrator's determination in this regard shall be final. Mountain Line shall make such final payment within 60 days after the latest of: (i) Consultant's completion or delivery to Mountain Line of any portion of the Services not terminated; or (ii) Consultant's delivery to Mountain Line of all Work Product and any unused material supplied by Mountain Line, in accordance with Paragraph 3 of Article 4.

#### **ARTICLE 5: ALTERATIONS OR ADDITIONAL SERVICES**

The entire Scope of Services to be performed in accordance with this Contract is set forth in **Exhibit A**. Services which are not included in **Exhibit A** will be considered Additional Services, only if approved in writing by the Contract Administrator prior to their performance. The Consultant shall not perform such Additional Services without prior written authorization in the form of an approved change order or contract amendment from Mountain Line. In the event the



Consultant performs such claimed Additional Services without prior written authorization from Mountain Line, it shall be conclusively presumed that the claimed Additional Services were included in the Scope of Services and Consultant shall not be permitted to request or receive any additional compensation for such claimed Additional Services.

#### **ARTICLE 6: ASSIGNMENT AND SUBCONTRACTING**

1. This Contract may not be assigned in whole or in part without the prior written consent of Mountain Line, and any such attempted assignment shall be null and void and a material breach of this Contract, and shall transfer no rights to the purported assignee.

2. The Consultant may engage such subconsultants or professional associates as Consultant may deem necessary or desirable for the timely and successful completion of this Contract. However, the use of such subconsultants or professional associates for the performance of any part of the Services specified in **Exhibit A** shall be subject to the prior written approval of Mountain Line. Consultant will submit a complete list of subconsultants on **Exhibit A** and will update the information on the list during the term of the Contract, should the status or identity of said subconsultants change. Employment of such subconsultants or professional associates in order to complete the Services set forth in **Exhibit A** shall not entitle Consultant to additional compensation beyond that set forth in Article 2. The Consultant shall be responsible for and shall warrant all Services including work delegated to such subconsultants or professional associates.

#### **ARTICLE 7: COMPLETENESS AND ACCURACY**

The Consultant shall be responsible for the completeness, accuracy and quality of all work done pursuant to the Contract including, but not limited to the Services, the Work Product, and the reports, survey work, plans, supporting data and special provisions prepared or compiled pursuant to Consultant's obligations under this Contract and shall correct at Consultant's expense all errors or omissions which may be discovered therein. Mountain Line's acceptance or approval of the Consultant's Services shall in no way relieve the Consultant of any of Consultant's responsibilities hereunder.

Mountain Line shall furnish the Consultant available studies, reports and other data pertinent to the Consultant's services; obtain or authorize the Consultant to obtain or provide additional reports and data as required; furnish to the Consultant services of others required for the performance of the Consultant's services hereunder, and the Consultant shall be entitled to use and rely upon all such information and services provided by Mountain Line or others in performing the Consultant's services under this Contract.

#### **ARTICLE 8: OWNERSHIP OF DOCUMENTS**

All documents including but not limited to data computation, studies, reports, design notes and any original drawings which are prepared in the performance of this Contract are to be and remain the property of Mountain Line and are to be delivered to Mountain Line before final payment under this Contract is made to the Consultant or upon termination of this Contract for any reason. To the extent any such documents or the Work Product is deemed to be the property



of Consultant, Consultant hereby assigns all of Consultant's right, title, and interest (including any applicable copyrights) in such documents and Work Product to Mountain Line.

## **ARTICLE 9: INDEMNIFICATION**

1. To the fullest extent permitted by law, the Consultant shall defend, indemnify, save and hold harmless Mountain Line and their Board members, officials, officers, employees and agents (collectively "Indemnitees") from and against any and all damages, claims, losses, liabilities, actions or expenses (including, but not limited to, attorneys' fees, court costs, and the cost of appellate proceedings) (collectively, "Claims") to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Consultant in the performance of Services pursuant to this Contract including, but not limited to, any such performance by any subconsultant. The Consultant's duty to defend, hold harmless and indemnify Indemnitees pursuant to this section shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, including death, or to injury to, impairment, or destruction of property including loss of use resulting therefrom, to the extent caused by the negligent, reckless or intentionally wrongful acts, errors, mistakes, omissions, work or services of the Consultant or anyone for whose acts the Consultant may be legally liable. It is the specific intention of the Parties that the Indemnitee shall be indemnified by Consultant from and against all Claims other than those arising from the Indemnitees' and/or any third party's negligence. The Consultant will be responsible for primary loss investigation and defense and judgment costs where this Indemnification applies.

2. In the event that any action or proceeding shall at any time be brought against any of the Indemnitees by reason of any Claim referred to in this Article, the Consultant, at Consultant's sole cost and upon at least 10 day's written notice from Mountain Line, shall defend the same with counsel acceptable to Mountain Line, in Mountain Line's sole discretion.

3. The Consultant's obligations under this Article shall survive the expiration or earlier termination of this Contract.

4. The insurance provisions set forth in this Contract are separate and independent from the indemnity provisions of this Article and shall not be construed in any way to limit the scope and magnitude of this Indemnification, nor shall this Indemnification be construed in any way to limit the scope, magnitude, or applicability of the insurance provisions.

5. The Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental, or consequential damages to Mountain Line or any third party arising out of breach of contract, termination, or for any other reason whatsoever. Additionally, the Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than the Consultant's subconsultants, that impact project completion and/or success.

## **ARTICLE 10: INSURANCE**

Consultant shall secure and maintain during the life of this Contract, the insurance coverages set forth on **Exhibit B**.



## **ARTICLE 11: WARRANTIES**

1. The Consultant shall be responsible for and shall and hereby does warrant that all Services provided shall: (i) conducted in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of engineers performing the same or similar services, under the same or similar circumstances, in the State of Arizona; (ii) be provided by properly trained, qualified, and licensed workers, subconsultants, and/or subvendors; (iii) conform to the requirements of this Contract (including all applicable descriptions, specifications, drawings and samples); and (iv) meet all specifications, requirements and legal regulations, statutes and/or codes that apply thereto, including, without limitation, all federal, state, county, and Mountain Line rules regulations, ordinances and/or codes that may apply..

2. Immediately upon notice from the Contract Administrator thereof, Consultant shall correct or replace as required by the Contract Administrator, at Consultant's expense, all defects, noncompliance, or inadequacies which may be discovered in any of the Services provided under this Contract. Mountain Line's acceptance or approval of the Services shall in no way relieve the Consultant of any of Consultant's responsibilities hereunder. Unless a longer period is provided in the Contract Documents, this obligation to correct or replace shall continue for a period of two (2) years after acceptance of the specific Services.

## **ARTICLE 12: DISCLOSURES BY CONSULTANT.**

1. The Consultant shall reveal fully and in writing any financial or compensatory agreements which the Consultant has with any prospective contractor prior to Mountain Line's publication of requests for proposals or comparable documents.

2. The Consultant hereby warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract, and that the Consultant has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this contract.

3. The Consultant shall comply with Executive Order No. 11246 entitled "Equal Opportunity Employment" as amended by Executive Order no. 11375, and supplemented Department of Labor Regulations 41 CFR, Part 16.

## **ARTICLE 13: CONTRACT ADMINISTRATOR**

Mountain Line's Contract Administrator for this Contract shall be Mountain Line or its designee(s).

## **ARTICLE 14: NOTICE**

All notices or demands required to be given, pursuant to the terms of this contract, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set





forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

Mountain Line: \_\_\_\_\_  
Mountain Line  
3773 N. Kaspar Dr.  
Flagstaff, AZ 86004  
E-mail: \_\_\_\_\_

Consultant: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

A notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

**ARTICLE 15: GENERAL PROVISIONS**

A. RECORDS AND AUDIT RIGHTS. Consultant's records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by Mountain Line to substantiate charges and claims related to this contract shall be open to inspection and subject to audit and/or reproduction by Mountain Line's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the work, and any invoices, change orders, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the contract. Mountain Line's authorized representative shall be afforded access, at reasonable times and places, to all of the Consultant's records and personnel pursuant to the provisions of this article throughout the term of this contract and for a period of three years after last or final payment.

B. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals, Exhibits and Appendices attached hereto are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties.

C. ATTORNEYS' FEES. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Contract, or an account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other party reasonable attorneys' fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted



through judgment.

D. **ENTIRE AGREEMENT.** This Contract constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the services specified herein.

E. **GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Contract shall be proper in the Superior Court of Maricopa County, Arizona and both Parties consent to the sole jurisdiction of, and venue in, such court for such purposes.

F. **INDEPENDENT CONTRACTOR.** The services Consultant provides under the terms of this Contract to Mountain Line are that of an Independent Contractor, not an employee, or agent of Mountain Line. As an independent contractor, Consultant shall: (a) have discretion in deciding upon the method of performing the services provided; (b) not be entitled to worker's compensation benefits from Mountain Line; (c) not be entitled to any Mountain Line sponsored benefit plan; (d) shall select the hours of his/her work; (e) shall provide his/her own equipment and tools; and (f) to the extent required by law, be responsible for obtaining and remaining licensed to provide the Services.

G. **TAXES.** Consultant shall be solely responsible for any and all tax obligations which may result out of the Consultant's performance of this contract. Mountain Line shall have no obligation to pay any amount for taxes, of any type, incurred by the Consultant. Mountain Line will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. Mountain Line shall not withhold income tax as a deduction from contractual payments. Consultant acknowledges that Consultant may be subject to I.R.S. provisions for payment of estimated income tax. Consultant is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

H. **AMENDMENTS.** Any amendment, modification or variation from the terms of this Contract shall be in writing and signed by all Parties hereto.

I. **COMPLIANCE WITH LAW.** The Consultant specifically agrees and hereby warrants to Mountain Line that in the performance of the Services, Consultant and anyone acting on Consultant's behalf, including but not limited to Consultant's subconsultants, will comply with all state, federal and local statutes, ordinances and regulations, and will obtain all permits and licenses applicable for performance under this Contract.

J. **SEVERABILITY.** In the event that any provision of this Contract shall be held to be invalid and/or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

K. **WAIVER.** None of the provisions of this Contract shall be deemed to have been waived by any act or knowledge of any Party or its agent or employees, but only by a specific written waiver signed by an authorized officer of such Party and delivered to the other Party. One or more waivers by either Party of any provisions, terms, conditions, or covenants of this Contract, or any breach thereof, shall not be construed as a waiver of a subsequent breach by





the other Party.

L. COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Contract may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed contract containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

M. COMPLIANCE WITH IMMIGRATION LAWS AND REGULATIONS.

Pursuant to the provisions of A.R.S. §41-4401, the Consultant warrants to Mountain Line that the Consultant and all its subconsultants are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A). Consultant acknowledges that a breach of this warranty by the Consultant or any of its subconsultants is a material breach of this Contract subject to penalties up to and including termination of this Contract or any subcontract. Mountain Line retains the legal right to inspect the papers of any employee of the Consultant or any subconsultant who works on this Contract to ensure compliance with this warranty.

Mountain Line may conduct random verification of the employment records of the Consultant and any of its subconsultants to ensure compliance with this warranty.

Mountain Line will not consider Consultant or any of its subconsultants in material breach of the foregoing warranty if Consultant and its subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

The provisions of this Article must be included in any contract the Consultant enters into with any and all of its subconsultants who provide services under this Contract or any subcontract. As used in this Section M "services" are defined as furnishing labor, time, or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

N. ISRAEL BOYCOTT PROVISION. Consultant certifies to Mountain Line that it is not currently engaged in and agrees for the duration of the contract not to engage in a boycott of Israel as defined in A.R.S. § 35-393

O. CANCELLATION FOR CONFLICT OF INTEREST. Pursuant to the provisions of A.R.S. § 38-511, Mountain Line may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of Mountain Line is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party to the contract with respect to the subject matter of the contract.

P. LICENSES. Consultant shall maintain in current status all Federal, State, and Local licenses and permits required for the operation of the business conducted by Consultant and the



Services.

Q. PERMITS AND RESPONSIBILITIES. Consultant shall, without additional expense to Mountain Line, be responsible for obtaining any necessary licenses and permits and for complying with any applicable Federal, State and Municipal Laws, codes, and regulations in connection with the execution of the work.

R. LIENS. Consultant shall cause all materials, service or construction provided or performed under the resultant contract to be free of all liens, and if Mountain Line requests, Consultant shall deliver appropriate written releases, in statutory form of all liens to Mountain Line.

S. PATENTS AND COPYRIGHTS. All services, information, computer program elements, reports, and other deliverables, which may be patented or copyrighted and created under this contract are the property of Mountain Line and shall not be used or released by Consultant or any other person except with the prior written permission of Mountain Line.

T. WORKPLACE COMPLIANCE. The Consultant understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989.

U. ACCESS. Mountain Line shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform services hereunder.

V. THIRD PARTIES. The services to be performed by the Consultant are intended solely for the benefit of Mountain Line. No person or entity not a signatory to this Contract shall be entitled to rely on the Consultant's performance of its services hereunder, and no right to assert a claim against the Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Contract or the performance of the Consultant's services hereunder.

W. PRIORITY OF DOCUMENTS. In the event of a conflict between the terms of this Contract and the terms of any other document related to the Services, including but not limited to Scope of Services, the terms of this Contract shall prevail. In the event of a conflict between the terms of any bid document (RFP, RFQ, IFB) and the terms of a response, the terms of the bid document will control. Agreement to the terms set forth herein is a material and necessary precondition and inducement to Mountain Line for entering into the Contract with Consultant.

## **ARTICLE 16: FUNDS APPROPRIATION**

If the term of this Contract or provision of any Services hereunder extends beyond the current fiscal period of Mountain Line and the Mountain Line Board of Directors does not appropriate funds to continue this Contract and pay for charges hereunder, Mountain Line may terminate this Contract at the end of the current fiscal period. Mountain Line agrees, to the extent reasonably practical, to give written notice of such termination pursuant to Article 14 of this Contract at least thirty (30) days prior to the end of the current fiscal period and will pay to the Consultant approved charges incurred through the end of such period.



**ARTICLE 17: EXHIBITS**

The following Exhibits are attached hereto and incorporated into this Contract:

Exhibits:

- A Scope of Services, Fees and Schedule
- B Insurance Requirements
- C Government Provisions Compliance (if any)
- D Project Specific Conditions (if any)

In witness whereof, the parties hereto have executed and caused to be signed by their duly authorized representatives, this Contract on the date first written above.

**MOUNTAIN LINE:**

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

By \_\_\_\_\_  
Its: \_\_\_\_\_

APPROVED AS TO FORM:

ATTEST:

By \_\_\_\_\_  
Scott Holcomb  
Dickinson Wright  
General Counsel, Mountain Line

\_\_\_\_\_  
Rhonda Cashman, Clerk of the Board

**CONSULTANT:**

\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_



**EXHIBIT A**  
**SCOPE OF SERVICES, FEES AND SCHEDULE**



## **EXHIBIT B**

### **INSURANCE**

1. The Consultant shall secure and maintain during the life of this Contract, the insurance coverage set forth in this **Exhibit B**, which shall include statutory workman's compensation, comprehensive general and automobile liability, Consultant's liability insurance and errors and omissions professional liability. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1, 000,000.00) combined single limit. The Consultant's general liability limits shall be no less than one million dollars (\$1,000,000.00) for each occurrence and one million dollars (\$1,000,000.00) policy aggregate naming Mountain Line as an additional insured. The minimum amounts of coverage for Consultant's professional liability shall be one million dollars (\$1, 000,000.00). In other than errors and omissions professional liability, and workman's compensation, Mountain Line shall be named as an additional insured. All insurance coverage shall be written through carriers licensed in Arizona, or on an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least A or better through Lloyd's of London. Should coverage be written on a claims-made basis, the Consultant shall provide, prior to commencement of any work, an initial certificate of insurance evidencing required coverage limits from date of contract execution through date of policy expiration. Subsequently, a certificate of insurance or a renewal quotation accompanied by evidence of premium payment shall be presented a minimum of thirty (30) days prior to date of expiration of current certificate. Such certificate or evidence of continuous coverage shall be provided on a periodic basis for a minimum of two (2) years after completion of contract, and shall contain a certification that the claims period for such insurance is retroactive to the effective date of this Contract. In the event the Consultant fails to provide such certificate of coverage retroactive to the beginning date of this Contract, Mountain Line may, but shall not be required to, purchase insurance, if available, to protect itself against any losses which would have been covered by the errors and omissions policy Consultant is required to maintain under this Article. If Mountain Line elects to purchase the insurance under this provision, Consultant shall be liable to Mountain Line for all costs incurred by Mountain Line for purchasing such insurance.

2. The Consultant shall submit to Mountain Line a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph **within ten (10) days** of award of this Contract. Insurance evidenced by the certificate shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to Mountain Line, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer. The amount of any errors and omissions deductible shall be stated on the face of the certificate. The Contract Administrator may require the Consultant to furnish a financial statement establishing the ability of Consultant to fund the deductible. If in the sole judgment of the Contract Administrator the financial statement does not establish the Consultant's ability to fund the deductible, and no other provisions acceptable to the Contract Administrator are made to assure funding of the deductible, the Contract Administrator may, in his/her sole discretion, terminate this Contract and Mountain Line will have no further obligation to the Consultant.



3. Additional Insurance Requirements: The Consultant is primarily responsible for the risk management of its Services under this Contract, including but not limited to obtaining and maintaining the required insurance and establishing and maintaining a reasonable risk control and safety program. Mountain Line reserves the right to amend the requirements herein at any time during the Contract subject to at least 30 days written notice. The Consultant shall require any and all subconsultants and subcontractors to maintain insurance as required herein naming Mountain Line and Consultant as “Additional Insured” on all insurance policies, except Worker’s Compensation, and this shall be reflected on the Certificate of Insurance. The Consultant’s insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Consultant shall not be limited to the liability assumed under the Indemnification provision of this Contract. To the extent permitted by law, Consultant waives all rights of subrogation or similar rights against Mountain Line, its Board members, agents, representatives, officers, officials, and employees. All insurance policies, except Workers’ Compensation required by this Contract, and self-insured retention or deductible portions, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Contract, Mountain Line, its Board members, agents, representatives, officers, officials, and employees as Additional Insureds. Mountain Line reserves the right to require complete copies of all insurance policies required by this Contract at any time. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.





**EXHIBIT C**

**GOVERNMENT PROVISIONS COMPLIANCE**



**EXHIBIT D**

**PROJECT SPECIFIC CONDITIONS**

PHOENIX 53963-1 423384v5