



Mountain Line

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

3773 N. Kaspar Dr., Flagstaff, AZ 86004

(928) 679-8907

www.mountainline.az.gov

**DESIGN PROFESSIONAL SERVICES
(Type)**

MASTER CONTRACT

CONTRACT NO.



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DESIGN PROFESSIONAL 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 (“Mountain Line”) and _____ (“Design Professional”).

Mountain Line and Design Professional agree as follows:

ARTICLE 1 – PARTIES

Mountain Line: Northern Arizona Intergovernmental Public Transportation Authority, a political subdivision of the State of Arizona
Project Manager: _____
Telephone: _____
E-mail: _____

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

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

The Contract between Mountain Line 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 Statement of Qualifications (SOQ) submitted by Design Professional dated _____.

2.1.1 Master Agreement: This is a Master Contract providing the basis by which Mountain Line 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 Mountain Line and Design Professional, unless expressly excluded, in writing, in such contract or agreement.

1. Authorization by Mountain Line 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 Mountain Line 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 Mountain Line. This Master Contract does not obligate or require Mountain Line 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 Mountain Line and Design Professional.

2. Agreement to the terms set forth herein is a material and necessary precondition and inducement to Mountain Line entering into this Master Contract, and each Project Task Order, with Design Professional.

2.1.2 Issuance of Project Task Orders: Mountain Line 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: 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"). 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/services-programs/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, Mountain Line desires to implement a comprehensive team approach to the design, construction, and documentation of all Mountain Line 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 Mountain Line.

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 Mountain Line 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 Mountain Line prior to commencing the Services on a Project shall be set forth in the Project Task Order.

ARTICLE 5 – MOUNTAIN LINE RESPONSIBILITIES

5.1 Mountain Line 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 Mountain Line, if any, shall be set forth in the Project Task Order.

5.3 Additional information to be provided by Mountain Line, 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 Mountain Line 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, Mountain Line shall pay the Design Professional for the Services as set forth in Section 18.8 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 MOUNTAIN LINE'S RIGHT TO WITHHOLD PAYMENT

Mountain Line may withhold payment to such extent as may be necessary in Mountain Line's opinion to protect Mountain Line from loss for which Design Professional 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 MOUNTAIN LINE'S 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

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".

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 Mountain Line 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 Mountain Line, will be material breach and grounds for termination of the Contract by Mountain Line 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 18.9 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]

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Design Professional Contract
Contract No. _____

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.

“Mountain Line”

**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
Mountain Line 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 (“Mountain Line”)**

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 (“Mountain Line”) 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 Mountain Line 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”).

Mountain Line and Design Professional agree as follows:

Mountain Line:

**Mountain Line
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 _____.

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

- Fee:** 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 Mountain Line, 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 Amount.
- 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 Mountain Line

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 WORK, DELIVERABLES, AND PROJECT SCHEDULE/DURATION: Attached Exhibit A

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

UNIQUE COMPLIANCE WITH GOVERNMENT PROVISIONS (IF ANY): Attached Exhibit C.

PROJECT SPECIFIC ACCOUNTING: Attached Exhibit D.

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.

“Mountain Line”

Signature _____
Name _____
Title _____

“”

Signature _____
Name _____
Title _____

ATTEST:

Signature _____
Name _____
Title _____

Design Professional Contract
Contract No. _____



PROJECT TASK ORDER # __

EXHIBIT A – SCOPE OF WORK AND PROJECT SCHEDULE

(To be completed by Mountain Line)

PROJECT DESCRIPTION:

PROJECT SCHEDULE:

PROJECT DELIVERABLES:

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PROJECT TASK ORDER

EXHIBIT B.1 – MINIMUM INSURANCE REQUIREMENTS

NOTE: Design Professional's Insurance coverage to be reviewed and approved by Contract Services Specialist Prior To Contract Execution.

- A. Contractor shall obtain and submit to Mountain Line before any Services are performed, certificates from the Contractor's insurance carriers indicating the presence of coverages and limits of liability as set forth in the Contract Documents, but in no event shall the coverages and limits be less than those specified as follows:

1. Workers' Compensation:

Coverage A. Statutory Benefits.

Coverage B. Employer's Liability.

Bodily Injury by accident	\$1,000,000 each accident
Bodily Injury by disease	\$1,000,000 policy limit
Bodily Injury by disease	\$1,000,000 each employee

Coverage must include a Waiver of Subrogation endorsement.

Where applicable, U.S. Longshore and Harbor Workers Compensation Act Endorsement shall be attached to the policy.

2. Commercial Auto Coverage:

Auto Liability limits of \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance. Certificate to reflect coverage for "Any Auto" or "All Owned, Scheduled, Hired and Non-Owned".

If the Contract Documents require Contractor to remove and haul hazardous waste from the Project site, or if the Project involves such similar environmental exposure, pollution liability coverage equivalent to that provided under the ISO Pollution Liability-Broadened Coverage for Covered Autos Endorsement shall be provided, and the Motor Carrier Act Endorsement (MCS 90) shall be attached.

3. Commercial General Liability:

Each Occurrence Limit	\$1,000,000
Personal Injury/Advertising Injury Limit	\$1,000,000
Products/Completed Operations Aggregate Limit	\$1,000,000
General Aggregate Limit (other than Products/Completed Operations)	\$2,000,000

Coverage must include a Waiver of Subrogation endorsement.

Both policy forms must include:

- i. Premises and Operations coverage with no explosion, collapse or underground damage (XCU) exclusions.
- ii. Products and Completed Operations coverage. Contractor agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor Work and to continue to include Mountain Line as an Additional Insured for the entire 10-year period.



Design Professional Contract
Contract No. _____

- iii. Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- iv. Broad Form Property Damage coverage, including completed operations or its equivalent.
- v. An endorsement including Mountain Line, each of the Partners, and any other party required to be included as an additional insured under the Contract Documents, and any other parties in interest as Additional Insured(s) under the coverage specified under Comprehensive General Liability or Commercial General Liability. The endorsement shall be on ISO forms CG2010B 11/85 or CG2026 11/85, or equivalent. Additional Insured Endorsements on both ISO forms CG2010 10/01 and CG2037 10/01 are acceptable. ISO forms CG2010A or CG2010B 10/93 and/or 3/97, or their equivalent, ARE NOT ACCEPTABLE. Any form that does not grant additional insured status for both the ongoing operations and products/completed operations coverages IS NOT ACCEPTABLE.
- vi. An endorsement stating: "Such coverage as is afforded by this policy for the benefit of the additional insured(s) is primary and any other coverage maintained by such additional insured(s) shall be non-contributing with the coverage provided under this policy."
- vii. Coverage must be on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- viii. Coverage to include general aggregate limits on a "per project" basis.

4. Excess Liability:

Umbrella Liability to extend the above liability coverages and limits to reach a total combined limit of:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

5. Errors & Omissions Liability

(Applicable any design/engineering services are part of Work)

Per Occurrence	\$3,000,000
Aggregate	\$5,000,000

Any claims made retro-active data shall be clearly shown on the Certificate of Insurance and shall be effective prior to the commencement of any work

Coverage provided must have no exclusion for design-build projects. Designer must provide evidence of coverage for nine (9) years beyond completion of the Project in the form of a renewal insurance policy certificate and/or the purchase of an extended reporting period endorsement should the policy be cancelled or non-renewed

6. Pollution Legal Liability

Per Claim/Aggregate	\$1,000,000
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(Applicable as to any pollutants or hazardous waste exposures as part of Work)

Contractor shall maintain insurance covering losses caused by pollution conditions (including mold) that arise from the Work.

7. Other Requirements



- i. All policies must contain an endorsement affording an unqualified thirty (30) days notice of cancellation to the additional insured(s) in the event of cancellation, non-renewal or material reduction in coverage.
 - ii. All policies must be written by insurance companies whose rating, in the most recent Best's Rating Guide, is not less than A- VII. All coverage forms must be acceptable to Mountain Line.
 - iii. Certificates of Insurance with the required endorsements evidencing the required coverages must be delivered to Mountain Line prior to commencement of any Work. Failure of Mountain Line to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Mountain Line to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Mountain Line shall have the right, but not the obligation, to prohibit Contractor or any of its subcontractors from entering the Project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Mountain Line.
 - iv. Contractor shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.
 - v. Mountain Line reserves the right, in its sole discretion, to require higher limits of liability coverage at Mountain Line's expense if, in Mountain Line's opinion, operations by or on behalf of Contractor create higher than normal hazards and, to require Contractor to include additional parties in interest to be Additional Insureds.
 - vi. In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor agrees that it shall be solely responsible for such rental equipment. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
 - vii. In the event that materials or any other type of personal property ("personal property") is acquired for the Project or delivered to the Project site, Contractor agrees that it shall be solely responsible for such property until it becomes a fixture on the Project, or otherwise is installed and incorporated as a final part of the Project. Such responsibility shall include, but not be limited to, theft, fire, vandalism and use by unauthorized persons.
 - viii. Contractor shall maintain "all risk" property insurance, on a replacement cost basis, covering loss or damage to personal property (for which it has title and/or risk of loss) which is to become a final part of the Project, during any time such personal property is in transit and while stored or worked upon away from the Project site. Mountain Line shall be included as additional insured under such insurance.
- B. Mountain Line and Contractor waive all rights against each other and against Mountain Line and the Partners for damages caused by fire or other perils covered by Contractor's Risk or any other property insurance, except such rights as they may have to the proceeds of such insurance. Such insurance may be subject to an amount deductible from the sums otherwise payable thereunder and the burden of such deduction shall be borne by the party receiving the direct benefit of such insurance.
- C. Any additional provisions specific to the Project are attached. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor shall comply with the more stringent provisions.

Design Professional Contract
Contract No. _____



PROJECT TASK ORDER

EXHIBIT B.2 - UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY)

(To be completed by Mountain Line:)

{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}

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Design Professional Contract
Contract No. _____



PROJECT TASK ORDER # ___

EXHIBIT C - UNIQUE COMPLIANCE WITH SPECIFIC GOVERNMENT PROVISIONS

{To be completed by Mountain Line}

{List Unique Issues with Specific Government Provisions beyond the original contract scope, if any.}

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Design Professional Contract
Contract No. _____



TASK ORDER #___

EXHIBIT D – PROJECT SPECIFIC ACCOUNTING

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