



MARICOPA COUNTY SPECIAL HEALTHCARE DISTRICT
dba VALLEYWISE HEALTH
2601 E. Roosevelt St.
Phoenix, Arizona 85008-6092

**DESIGN PROFESSIONAL SERVICES
Architecture and Engineering**

CONTRACT NO. 90-XX-XXX-X

PROJECT ORDER FORM 90-XX-XXX-X

PROJECT TITLE

7-25-2025

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**DESIGN PROFESSIONAL
CONTRACT**

**Design Professional Contract
No. 90-XX-XX-X**

THIS CONTRACT is made and entered into upon signatures of both parties between Maricopa County Special Healthcare District dba Valleywise Health and) **and** _____ (“Design Professional”).

Valleywise Health and Design Professional agree as follows:

ARTICLE 1 – PARTIES

VALLEYWISE HEALTH: Maricopa County Special Healthcare District
dba Valleywise Health
Contract Specialist:
Telephone: (602)-344-
E-Mail: @ValleywiseHealth.Org

DESIGN PROFESSIONAL:

ARTICLE 2 – CONTRACT DOCUMENTS

2.1 CONTRACT DOCUMENTS

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

1. This Contract is entered into upon signatures of both parties
2. General Conditions dated July 18, 2025, and General Conditions Appendices, incorporated by reference
3. Exhibit A - Project Order in the form attached hereto (90-XX-XXX-X)
4. Exhibit B - Insurance Requirements- attached
5. Exhibit C- Design Professional Fee Proposal

2.1.1 **Agreement**: This is a Contract providing the basis by which Valleywise Health may issue, and Design Professional may accept, an authorization to perform Services for or in relation to a specific project.

1. Authorization by Valleywise Health to perform Services and agreement by Design Professional to perform specific Services shall be made by separate “Project 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 Valleywise Health and shall be incorporated (whether specifically referenced or not) into every Project Order, change order, contract or agreement (whether written or oral) entered into between Design Professional and Valleywise Health. This Contract does not obligate or require Valleywise Health to offer any Project Order to Design Professional, and no contract in relation to any specific Services shall be entered into until a Project Order therefore has been fully executed by Valleywise Health and Design Professional.

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

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

2.1.3. General Conditions and Specifications: Valleywise Health has adopted standard General Conditions which apply to all construction projects and construction contracts entered into by Valleywise Health (“General Conditions”). Valleywise Health 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 other documents generated under this Contract. Unless otherwise provided herein, the definitions in the General Conditions shall apply to this Contract and all documents related to this 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 which apply to any specific Project Order will be those in effect as of the date of the Project Order.

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

2.3 TEAM APPROACH

As set forth in the definition of “Team Approach” set forth in Section 2 of the General Conditions, Valleywise Health desires to implement a comprehensive team approach to the design, construction, and documentation of all Valleywise Health 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 Contract and as outlined in the applicable Project 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 Order and appropriate for the Project encompassed by the Project Order.

ARTICLE 4 – DELIVERABLES

4.1 DELIVERABLES AS PART OF THE SERVICES

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

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 Order, Sections 4.2.5 and 4.2.6 of the General Conditions shall not apply.

4.2.2 Design Professional shall also timely provide to Valleywise Health all of the Deliverables necessary to fully and timely complete all of the Services under a Project 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 Valleywise Health prior to commencing the Services on a Project shall be set forth in the Project Order.

ARTICLE 5 – VALLEYWISE HEALTH RESPONSIBILITIES

5.1 Valleywise Health 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 Valleywise Health, if any, shall be set forth in the Project Order.

5.3 Additional information to be provided by Valleywise Health, if any, shall be set forth in the Project Order.

ARTICLE 6 – CONTRACT TIME

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

ARTICLE 7 – CONTRACT PRICE

The Contract Price to be paid by Valleywise Health to Design Professional in exchange for the full, timely and acceptable performance of the Services under the Project Order shall be set forth in each Project Order and shall be subject to Sections 18.7 of the General Conditions.

ARTICLE 8 – PAYMENT

8.1 PAYMENT

Unless otherwise set forth in the Project Order, Valleywise Health 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 of the General Conditions shall apply to payments under this Contract and/or Project Orders.

8.2 VALLEYWISE HEALTH RIGHT TO WITHHOLD PAYMENT

Valleywise Health may withhold payment to such extent as may be necessary in Valleywise Health's opinion to protect Valleywise Health 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 VALLEYWISE HEALTH AUDIT RIGHT

Section 8.9 of the General Conditions apply to Design Professional, this Contract and all Project 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 AND BONDS

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 Order. Design Professional shall provide proof of such insurance and all required endorsements in form acceptable to Valleywise Health 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 Valleywise Health, will be material breach and grounds for termination of the Contract by Valleywise Health 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,

Project Name
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Project Order Form 90-XX-XXX-X-X

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 Contract through their duly authorized representatives, whose signatures bind their respective entities as of the effective date.

Maricopa County Special Healthcare District dba
Valleywise Health

Signature _____
Date: _____
Name _____
Title _____

“DESIGN PROFESSIONAL”

Signature _____
Date: _____
Name _____
Title _____

EXHIBIT A – PROJECT ORDER FORM

**MARICOPA COUNTY SPECIAL HEALTHCARE
DISTRICT dba MARICOPA INTEGRATED HEALTH
SYSTEM**

VALLEYWISE BEHAVIORAL HEALTH CENTER MESA

PROJECT ORDER

Contract No. 90-XX-XXX-X

Project No. 90-XX-XXX-X-X

THIS PROJECT ORDER is made and entered into upon signatures of both parties, by and between Maricopa County Special Healthcare District dba Valleywise Health and the "Design Professional" designated below. This Project Order 90-XX-XXX-X is entered into pursuant to and incorporates herein the terms and provisions of the Design Professional Contract No. 90-XX-XXX-X, dated July 18, 2025, between Valleywise Health and Design Professional ("Contract"). Upon full execution of this Project Order (Exhibit A), together with the Contract (90-XX-XXX-X) (including all of the Contract Documents as defined therein), shall be the Contract between the Parties for the professional services specified herein ("Services").

Valleywise Health and Design Professional agree as follows:

Valleywise Health: Maricopa County Special Healthcare District
dba Valleywise Health
Contract Specialist:
Telephone: (602)-344-XXXX
E-Mail: XXXXXXXXXXXX@ValleywiseHealth.Org

DESIGN PROFESSIONAL:

PROJECT DESCRIPTION:

SCOPE OF SERVICES, DELIVERABLES, AND SCHEDULE:

ESTIMATED CONTRACT PRICE: (Construction):

TOTAL PROJECT ORDER PRICE (To be paid to Design Professional): \$

Not to Exceed including the following

a. **Fee:** Valleywise Health shall pay a fee for Basic Services & Additive Alternate Services in the amount of \$_____ to Design Professional based upon monthly progress reports and detailed invoices submitted by Design Professional in such form as approved by Valleywise Health. Add alternates may be added as directed and approved by the Valleywise Health Project Manager.

b. **To be paid subject to the following limitations:**

1. The Fee is for design work as defined in Exhibit C

Reimbursable Cost Not to Exceed:\$ _____

Optional Additive Alternate Services:

Valleywise Health makes no guarantee that any Additive Alternates will be required. If Additive Alternates are needed, they may be selected in any order.

UNIQUE INSURANCE AND/OR BOND REQUIREMENTS (IF ANY):

UNIQUE COMPLIANCE WITH GOVERNMENT PROVISIONS (IF ANY):

UNIQUE PROJECT SPECIFIC CONDITIONS (IF ANY): None

This Project Order 90-XX-XXX-X-X is intended to initiate the design effort in order to better understand and develop the project scope and the associated design deliverables, schedule, and fee.

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.

Jul

Maricopa County Special Healthcare District dba
Valleywise Health

Signature _____
Date: _____
Name _____
Title _____

“DESIGN PROFESSIONAL”

Signature _____
Date: _____
Name _____
Title _____

EXHIBIT B – MINIMUM INSURANCE REQUIREMENTS

A. These Insurance Requirements apply to the party contracting with Valleywise Health (Contractor, CMAR, and/or Design Professional) working or providing services in relation to the Project pursuant to the Contract, Job Order, Project Order, or other agreement with Valleywise Health to which this Exhibit B is attached as an Exhibit.

B. Contractor/CMAR/Design Professional, as applicable, shall obtain and submit to Valleywise Health before any Work is performed, certificates from the Contractor/CMAR/Design Professional'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:

(a) Coverage A: Statutory Benefits.

(b) Coverage B: Employer's Liability.

Bodily Injury by accident \$100,000 each accident

Bodily Injury by disease \$100,000 policy limit

Bodily Injury by disease \$500,000 each employee

(c) Coverage must include a Waiver of Subrogation endorsement.

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

2. Commercial Auto Coverage:

(a) Auto Liability limits of not less than \$500,000 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".

(b) If the Contract Documents require Contractor/CMAR/Design Professional 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	\$2,000,000

(other than Products/Completed Operations)

(a) Coverage must include a Waiver of Subrogation endorsement.

(b) Both policy forms must include:

- 1) Premises and Operations coverage with no explosion, collapse, or underground damage (XCU) exclusions.
- 2) Products and Completed Operations coverage. Contractor/CMAR agrees to maintain this coverage for a minimum of 10 years following completion of the Contractor/CMAR's Work and to continue to name Valleywise Health as an Additional Insured for the entire 10-year period.
- 3) Blanket contractual coverage for the indemnity/hold harmless agreements assumed in this Subcontract and in the Prime Contract. Any Employee Exclusion will be deleted.
- 4) Broad Form Property Damage coverage, including completed operations or its equivalent.
- 5) An endorsement naming Valleywise Health, any other party required to be named 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.
- 6) Coverage on an "Occurrence" form. "Claims Made" and "Modified Occurrence" forms are not acceptable.
- 7) Coverage to include general aggregate limits on a "per project" basis.

4. Errors & Omissions Liability

(Applicable to any Design Services and/or any design/engineering/pre-construction services are part of Work)

Each Claim	\$1,000,000
Aggregate	\$3,000,000

- (a) Coverage provided must have no exclusion for design-build projects.
- (b) Evidence of coverage for ten (10) years beyond completion of the Project must be provided.

Pollution Legal Liability \$1,000,000

(Applicable as to any pollutants or hazardous waste exposures as part of the Work).
Contractor/CMAR/Design Professional shall maintain insurance covering losses
caused by pollution conditions (including mold) that arise from the Work.

5. Privacy, Security and Data Breach:

Each Claim/Occurrence	\$3,000,000
Aggregate	\$3,000,000

Privacy, security, or data breach coverage, which such coverage may be provided via a
separate policy or as an endorsement to any other policy the Contractor/CMAR/Design
Professional maintains.

6. Excess Liability:

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

(a) For Contractor/CMAR:

Each Occurrence/Claim	\$4,000,000
Aggregate	\$10,000,000

(b) For Design Professional:

Each Occurrence/Claim	\$2,000,000
Aggregate	\$5,000,000

7. Contractor/CMAR “All Risk”:

Contractor/CMAR shall maintain “all risk” 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.

8. Other Requirements

- A. 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.
- B. All policies must be written by insurance companies whose rating, in the most
recent Best’s Rating Guide, is not less than A VIII. All coverage forms must be
acceptable to Valleywise Health.
- C. Certificates of Insurance with the required endorsements evidencing the required
coverages must be delivered to the Valleywise Health prior to commencement of
any Work. Failure of Valleywise Health to demand such certificate or other
evidence of full compliance with these insurance requirements or failure of
Valleywise Health to identify a deficiency from evidence that is provided shall
not be construed as a waiver of Contractor/CMAR/Design Professional’s
obligation to maintain such insurance. Valleywise Health shall have the right,
but not the obligation, to prohibit Contractor/CMAR/Design Professional or any
of its subcontractors or subconsultants 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 Valleywise Health.

C. Additional Insureds. The insurance coverage, except Workers' Compensation and Errors and Omissions, required by this Exhibit B, shall name Valleywise Health, its agents, representatives, officers, directors, officials, and employees (excluding contractors, architects, inspectors, or any other party in direct privity of contract with Valleywise Health solely to perform work or services in relation to the Projects) as Additional Insureds. The endorsement shall include the following language or equivalent: "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."

D. Waiver (Subrogation). The policies, except Workers' Compensation and Professional Liability, shall contain a waiver of transfer rights of recovery (subrogation) against Valleywise Health, its agents, representatives, directors, officers, and employees for any claims arising out of the Design Professional's work or service.

E. Waiver (Property Insurance). Valleywise Health and Contractor/CMAR/Design Professional waive all rights against each other and against Valleywise Health, Architect/Engineer, and separate contractors for damages caused by fire or other perils covered by Builder'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.

F. Deductibles. Contractor/CMAR/Design Professional shall be responsible to satisfy any deductible or self-insured retention with respect to any of the coverages required by the Contract Documents.

G. Valleywise Health All Risk Policy. Unless otherwise provided, the Valleywise Health shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builders risk "all-risk" or equivalent policy form in the amount of the initial contract sum, plus value of subsequent contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis. This insurance shall include interests of the Valleywise Health, Contractor/CMAR/Design Professional and its subcontractors in the Project, and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal, including demolition occasioned by enforcement of any applicable legal requirements. Contractor/CMAR/Design Professional shall bear the responsibility for the deductible for such coverage when a loss affects the Work. Such property insurance maintained by Valleywise Health does not cover any tools or equipment owned or rented by Contractor/CMAR/Design Professional including trailers, excavators, scaffoldings, or forms. Contractor/CMAR/Design Professional is responsible for providing insurance coverage for such items.

H. Rental Equipment. In the event that rental of equipment is undertaken to complete and/or perform the Work, Contractor/CMAR/Design Professional 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.

I. Personal Property. 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/CMAR/Design Professional agrees that it shall be solely responsible for such property unless and 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.

J. CCIP/OCIP. If the Contract Documents provide for a Contractor/CMAR or Owner Controlled Insurance Program (“CCIP” or “OCIP”) which provides coverage for the Work, the Contractor/CMAR/Design Professional shall comply with all provisions of any such CCIP or OCIP, as applicable.

K. Additional Provisions. Any additional provisions specific to the Project are attached hereto or to the applicable Contract Documents or Project Order. In the event of any conflict between the attached terms and the terms of this Exhibit, the Contractor/CMAR/Design Professional shall comply with the more stringent provisions.

L. Right to Increase Limits. Valleywise Health reserves the right, in its sole discretion, to require higher limits of liability coverage if, in Valleywise Health’ opinion, operations by or on behalf of Contractor/CMAR/Design Professional create higher than normal hazards.

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EXHIBIT C- DESIGN PROFESSIONAL PROPOSAL