

Agreement between the Owner and the Design Professional

2010 Edition, Version 3.1; Part A of two parts

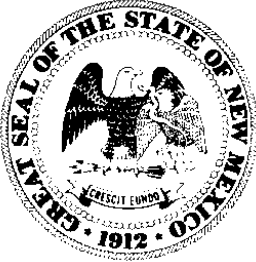
THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION

Project (short title): (School Name Here)
(Short Title Here)

Contract No:

Location: (City/Town, State)

Project No:



Distribution to:

- District Representative (original)
- Design Professional (original)
- PSFA Regional Manager (copy)
- PSFA Sr. Facilities Manager (copy)
- PSFA Contracts Administrator (copy)
- Other _____

This Agreement entered into this _____ day of _____, 20____,
by and between

(NAME) SCHOOL DISTRICT
(ADDRESS 1)
(ADDRESS 2)
(CITY/TOWN), NM (ZIP CODE)
Telephone: (505) (PHONE)
Fax: (505) (FAX NUMBER)

(NAME OF FIRM)
(ADDRESS 1)
(ADDRESS 2)
(CITY/TOWN), NM (ZIP CODE)
Telephone: (505) (PHONE)
Fax: (505) (FAX NUMBER)
Federal ID:
CRS Number:

hereinafter "Owner"; and
PSFA IS IS NOT a Co-Owner in this Agreement.

hereinafter "Design Professional."

If there is no State funding in the Project, and if the Public School Facilities Authority (PSFA) is not Co-Owner in this Agreement, and by checking the appropriate box above, then by this amendment to the Agreement, any reference to the PSFA in the Agreement is effectively removed.

OTHER:

Professional and technical services shall be provided by the Design Professional, through the Project Design Professional, (FILL IN NAME OF DESIGN PROFESSIONAL HERE) , whose New Mexico Design Professional's seal and certificate number is (FILL IN DESIGN PROFESSIONAL'S LICENSE CERTIFICATE NUMBER HERE) . The Owner's Representative shall be the District Representative and is (_____) .

PROJECT DESCRIPTION:

(FILL IN DESCRIPTION OF PROJECT HERE) *be specific if project does or does not include fixtures, furnishings and equipment (in the MACC*

Maximum Allowable Construction Cost that does not include gross receipts tax (MACC):

The Project's not to exceed MACC

\$

PAYMENT SCHEDULE

PART A OF AGREEMENT, PAGE 2 OF 4

ALLOWABLE FEES:

On the Basis of a Fixed Fee of XXX% of MACC (n.i.c. GRT)	\$ 8.00
Total Reimbursable Not to Exceed Allowance (n.i.c. GRT)	1.00
Total Basic Compensation	\$ 9.00
Plus all applicable gross receipts taxes @ XXXX% (added @ billing)	1.00
Total Contract Sum	\$ 10.00

Programming 10%	\$ 1.00
Schematic Phase 15%	\$ 1.00
Design Development Phase 20%	\$ 1.00
Construction Documents 25%	\$ 1.00
Bidding or Negotiation 3%	\$ 1.00
Construction Administration 22%	\$ 1.00
Close-Out, Final and Acceptance 4%	\$ 1.00
11-Month post Substantial Completion Inspection and Report 1%	\$ 1.00
TOTAL Fixed Compensation (100%)	\$ 8.00

COMPENSATION FOR ADDITIONAL PROFESSIONAL SERVICES:

COLUMN "A"	COLUMN "B"
Registered Design Professional Principal, fixed hourly rate	\$ 1.00
Registered Project Design Professional, fixed hourly rate	\$ 1.00
Design Professional's Project Representative, fixed hourly rate	\$ 1.00

COMPENSATION FOR SPECIFIC TYPE HOURLY EMPLOYEE:

Compensation indicated in Column "B" below may include a multiplier not exceeding 2.5 times direct salary in accordance with Article 13

Design/Specification Writer, direct hourly rate (\$_____) x ____ multiplier =	\$ 1.00
Drafting/CADD Operator, direct hourly rate (\$ _____) x ____ multiplier =	\$ 1.00
Clerical, direct hourly rate: (\$ _____) x ____ multiplier =	\$ 1.00
Construction Inspector, direct hourly rate: (\$ _____) x ____ multiplier =	\$ 1.00

CONDITIONS OR SERVICES

PART A OF AGREEMENT, PAGE 3 OF 4

GENERAL CONDITIONS TO THE AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL 2010 Edition, Version 3.1

**PART B TO THIS AGREEMENT pages 5 through 39 are
FULLY AND INSEPERABLY A PART OF THIS AGREEMENT**

OTHER CONDITIONS OR SERVICES

1. **Furnishings.** *(If not used, please remove)* (If furnishings are in MACC, then expectation for services must be included here)
2. **Reimbursables.** *(If not used, please remove)* (the Cost of Travel must be included in Reimbursable Not to Exceed Allowance with a summary breakdown of expectation included here or as separate attachment)
3. **Travel.** *(Generally only if project over 100 miles away and if agreed upon. If not used, please remove)*
4. **Life Cycle Cost Analysis.** *(If not used, please remove)* (Include proposed cost of more extensive LCCA services requested by Owner and exceeding those necessary to provide the basic LCCA described in Appendix B of the PSFA HVAC & Controls Performance Assurance Manual or for ENERGY STAR requirements.)
5. **ENERGY STAR.** *(If not used, please remove)* The Project shall be designed to qualify for the Environmental Protection Agency's (EPA) ENERGY STAR®. The ENERGY STAR special application graphic, which denotes on the final Drawings that the estimated energy use is intended to be in the top 25% as compared to the U.S. building stock, shall be applied. Once the Project is complete and operating for at least one year, it shall qualify to receive the ENERGY STAR plaque in accordance with the rules and procedures of the ENERGY STAR program. See Part B of the standard Agreement between Owner and the Design Professional for more detailed Contract requirements.
6. *(If not used, please remove)*

END OF OTHER CONDITIONS OR SERVICES

PROFESSIONAL SERVICES AGREEMENT SIGNATURE PAGE
and
Continuation of Other Conditions and Services *(if required)*

PART A OF AGREEMENT, PAGE 4 OF 4

(continue Other Conditions and Services here if required, or delete if not required)

Contract No.:

Project No.:

IN WITNESS WHEREOF, parties have executed this Agreement as of the date of signature by the Public Schools Capital Outlay Public School Facilities Authority

AGREED

DESIGN PROFESSIONAL: By: _____ Date: _____

OWNER: By: _____ Date: _____

APPROVED

PUBLIC SCHOOL FACILITIES AUTHORITY

By: _____ Date: _____