

**Exhibit "A" Project Schedule for Design  
Milestones for Project Phases**

Project Name:

Project Number:

Design Professional:

<b><u>Phases/Milestones</u></b>	<b><u>Date/Day to be Completed</u></b>
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Programming Phase

**Programming Phase Review**

Schematic Design Phase

**Schematic Design Review**

**Conceptual Mechanical Review**

Design Development Phase

**COPT Design Development Approval**

Construction Document Phase

**50% Review**

**95% Review**

Bidding Phase

**Invitation to Bid**

**Bid Opening/QBS Review**

**COPT Contractor Selection Approval**

Construction Phase

**Notice to Proceed**

**Substantial Completion**

**Certificate of Occupancy**

**Final Acceptance & Project Close-Out**

**11-month Correction Period Inspection**



**EXHIBIT B  
PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE  
CERTIFICATE**

Note: A copy of the Design Professional's Liability (Errors and Omissions) Insurance Certificate, if required, shall be attached hereto.



Agreement between the Albuquerque Public Schools and  
the Design Professional  
Form APS 2008-DP

**EXHIBIT C  
LIST OF CONSULTANTS**

**CIVIL:**

Name:  
Address:  
Phone Number:  
Fax Number:  
Contact Person:  
Contact Person's Cell:

**ESTIMATING:**

Name:  
Address:  
Phone Number:  
Fax Number:  
Contact Person:  
Contact Person's Cell:

**STRUCTURAL:**

Name:  
Address:  
Phone Number:  
Fax Number:  
Contact Person:  
Contact Person's Cell:

**OTHERS (list):**

**MECHANICAL:**

Name:  
Address:  
Phone Number:  
Fax Number:  
Contact Person:  
Contact Person's Cell:

**ELECTRICAL:**

Name:  
Address:  
Phone Number:  
Fax Number:  
Contact Person:  
Contact Person's Cell:

**ARCHITECTURAL:**

Name:  
Address:  
Phone Number:  
Fax Number:  
Contact Person:  
Contact Person's Cell:



**EXHIBIT D  
DESIGN PROFESSIONAL ADDITIONAL SERVICES  
PROPOSAL/AMENDMENT**

Date:	Project No.
Project:	Contract No.
Design Professional:	Proposal/Amendment No.

Reason and Justification for Proposal: (use additional sheets, if necessary)

Requested or initiated by:  District  Design Professional  Other

In accordance with Article 2 and/or Article 13, where applicable, Additional Services to the Agreement Between Owner and Design Professional, the Design Professional is authorized to provide the following described services (scope of services and upset maximum compensation).

The Original Contract Sum was	\$
Net Change by previously authorized Additional Services	\$
The Contract Sum prior to this request was	\$
The Contract Sum will be (increased) (decreased) (unchanged)	\$
The new Contract Total including this proposal will be	\$

MCR #	SHORT DESCRIPTION	DISTRICT AMOUNT
<b>TOTAL</b>		

By: _____ (NAME OF DISTRICT REPRESENTATIVE) <b>DISTRICT REPRESENTATIVE</b> <b>ALBUQUERQUE PUBLIC SCHOOLS</b>  Date: _____	By: _____ (NAME of Signatory) <b>NAME OF DESIGN PROFESSIONAL</b>  Date: _____
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**EXHIBIT E  
DESIGN PROFESSIONAL PAY REQUEST**

**Project:**  
**Design Professional:**  
**Design Professional Address:**

**Project No.:**  
**P.O. No.:**

**Date:**  
**Contract No.:**  
**Statement No.:**

		CONTRACT AMMOUNT		COMPLETED		PREVIOUS PAYMENTS		AMMOUNT REQUESTED	
		DISTRICT	PSFA	DISCTRICT	PSFA	DISTRICT	PSFA	DISTRICT	PSFA
<b>Basic Services:</b>									
Programing Phase	10%	\$	\$	\$	\$	\$	\$	\$	\$
Schematic Design Phase	15%	\$	\$	\$	\$	\$	\$	\$	\$
Design Development Phase	20%	\$	\$	\$	\$	\$	\$	\$	\$
Construction Documents Phase	25%	\$	\$	\$	\$	\$	\$	\$	\$
Bidding or Negotiation Phase	3%	\$	\$	\$	\$	\$	\$	\$	\$
Construction/Inspection Phase	22%	\$	\$	\$	\$	\$	\$	\$	\$
Acceptance Phase	3%	\$	\$	\$	\$	\$	\$	\$	\$
Inspection	2%	\$	\$	\$	\$	\$	\$	\$	\$
<b>TOTAL</b>	<b>100%</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>	<b>\$</b>
<b>Additional Services:</b>		\$	\$	\$	\$	\$	\$	\$	\$
<b>Reimbursables:</b>		\$	\$	\$	\$	\$	\$	\$	\$
<b>Subtotal</b>		\$	\$	\$	\$	\$	\$	\$	\$
<b>Gross Receipt Taxes</b>		\$	\$	\$	\$	\$	\$	\$	\$
<b>Total Requested</b>		\$	\$	\$	\$	\$	\$	\$	\$

**Certification:**

I do hereby certify that the work described herein has been performed and that no previous payment for the Total Amount due has been received.

By: \_\_\_\_\_ Title \_\_\_\_\_

**OWNER USE ONLY:**

I certify that the above services were rendered as stated; that they were necessary and proper and that the amounts claimed are just and reasonable and that no part thereof has been paid.

By: \_\_\_\_\_ Title \_\_\_\_\_ (District Representative)



**EXHIBIT F**  
**BOILERPLATE PROCUREMENT DOCUMENTS AND**  
**CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**  
**(Attach)**

**APS will provide the procurement documents and conditions of the contract for construction prior to the building phase.**



## EXHIBIT G ADDITIONAL PSFA PROCEDURES

In the event that PSFA determines that the Project calls for full PSFA supervision through the pre-construction phases, the following additional procedures will apply.

**2.0.8.1 REQUIRED PSFA REVIEW:** Any K-12 school project requiring permitting by the NM Construction Industries Division (“CID”) must, prior to construction or letting of contracts for construction, be first authorized by a Public School Facilities Authority (“PSFA”) Approval of School Construction (“ASC”) per NMSA 1978, § 22-20-1., each of the following design phases shall be submitted to and approved by PSFA as part of the Approval of School Construction (“ASC”) process prior to proceeding to next appropriate phase: Program Statement, Schematic Design, Design Development (two sets of documents for each of these phases) and final or Construction Documents (three sets of documents). Each design phase submittal to PSFA shall be approved and signed by the APS Representative prior to submission to PSFA. APS’s approval and PSFA’s approval of all or any portion of the Services shall not create a duty from APS or PSFA to the Design Professional, the Contractor or any third person. Responsibility and liability for the quality of the Services shall remain exclusively with the Design Professional, regardless of any APS or PSFA approvals.

**2.0.8.2 PLAN REVIEW BY OTHER AGENCIES:** Plan reviews by other authorities having jurisdiction to review or approve aspects of the Project, including the state agencies listed in this Subparagraph, will be coordinated by PSFA as part of each PSFA-ASC submission. The PSFA will determine which reviews should occur, route them to the correct entity and then return all approvals or rejections with required actions back to APS or to the Design Professional as APS’s agent to be included in the next design phase submission. The expected turn around time for each phase, excluding Construction Documents review, is expected to be approximately **14 days** (excluding intervening holidays) but may be more, depending on the complexity of the Project. The Construction Document Review, otherwise known as Bidding and Permit Review, is estimated to require approximately 21 days. APS makes no warranty or promise with respect to how long PSFA review may take. Other authorities having jurisdiction over reviews covered under PSFA-ASC submissions include:

1. Construction Industries Division, Regulation and Licensing Department (CID);
2. State Fire Marshal’s Office (SFMO);
3. Energy, Minerals, and Natural Resources Department (EMNRD);
4. Public Education Department (PED);
5. Occupational Health and Safety Bureau, Environment Department; and
6. Food Quality Section, Environment Department.

**2.0.9 FINAL DESIGN REVIEW, BIDDING AND PERMITTING:** The PSFA will, as a part of its Construction Documents Review, coordinate its final review with the Construction Industries Division’s (“CID’s”) permit review. Upon joint PSFA and CID approval, the PSFA will issue an ASC to APS or Design Professional, as APS’s agent, along with three (3) sets of permit-ready construction documents. An appropriately licensed contractor for the Project will then submit the permit ready documents, along with a building permit application, appropriate permit fee and a copy of the ASC. A Building Permit will be immediately issued without further review.

Agreement between the Albuquerque Public Schools and  
the Design Professional  
Form APS 2008-DP



## **2.1 PROGRAMMING PHASE**

**2.1.1** APS shall schedule a meeting with the Design Professional to review the roles and relationships among all parties.

**2.1.2** A Project Program Statement shall be provided by the Design Professional, drawn from information provided by APS, including the District Facility Master Plan and educational program requirements, and from the knowledge and experience of the Design Professional. The Project Program Statement shall meet the requirements of the PSFA Approval of School Construction submission and ensure that the Design Professional and APS have a mutual understanding of the Project's goals and constraints, including budgetary goals and constraints.

**2.1.2.1** The Program Statement shall be an abbreviated document that states the overall Project budget and MACC, and sets out goals, facts, regulations, conditions and concepts that bind the Project. The Program Statement shall clearly provide information concerning how the Project serves the needs of the school(s) and district, the number of students to be served, the number of classrooms, the number of support spaces, infrastructure requirements, educational programs to be supported, and other pertinent information.

**2.1.2.2** Lengthy research and analysis of historical information, demographics, and New Mexico Public Education Department requirements; development of drawings or documents defining existing structures; or similar tasks shall not be the responsibility of the Design Professional under this Agreement, unless the Agreement is specifically modified to include any of these either as part of Basic Services or as an Additional Service or Reimbursable Expense.

**2.1.3** The Design Professional shall transmit the Project Program Statement to APS along with written confirmation that the Design Professional has visited the site, has become familiar with the local conditions, has correlated observations with current code requirements and life safety needs, and has a clear understanding of observable existing conditions for the Project. Should the Design Professional conclude that the MACC and the Scope of Work to be accomplished are incompatible, proposed recommendations to reconcile the incompatibility shall be included for consideration by APS, but Design Professional shall continue to design the Project on the basis of the then-current Scope of Work for the Project until advised otherwise by APS.

**2.1.4** The Design Professional shall obtain the written approval of APS for the Project Program Statement. Upon giving its approval, APS shall consider the Project Program Statement ready for submission to PSFA for ASC review. The Project Program Statement must be approved by PSFA before the Design Professional commences work on the Schematic Design Phase.

## **2.2 SCHEMATIC DESIGN PHASE**

**2.2.1** From the approved Project Program Statement, the Design Professional shall prepare Schematic Design documents. The Schematic Design Documents should include preliminary schematic drawings in which the conceptual design and the scale and relationship of components of the Project are established, as well as a Preliminary Project Description ("PPD") and a Level 1 UniFormat™ probable cost estimate. The Schematic Design should describe:

1. the merits of the design solution(s) as it applies to the Project Program;
2. the general planning and functional concepts of probable architectural, structural, mechanical and electrical systems;





3. types of materials envisioned;
4. approximate dimensions, areas and volumes of the programmed areas;
5. conceptual site considerations, including location, utilities, drainage and geotechnical factors;
6. conceptual building plans, including preliminary elevations, floor plans and sections;
7. physical function(s) of components described in sub-Paragraph 2, and if APS has optionally added this work as an additional provision to Other Conditions or Services (Part A of Agreement), the Design Professional shall include considerations of probable life cycle costs of the project's components; and,
8. if a new HVAC system is contemplated, and if required by Other Conditions or Services (Part A of Agreement), a feasibility report as part of this Schematic Design Phase on the use of energy sources other than fossil fuels for the heating and air conditioning of the proposed building;

**2.2.3** The Design Professional may request site survey data in accordance with Paragraph 3.3.

**2.2.4** APS shall work with the Design Professional to ensure that information needed for clear definition of Project requirements is made available to the Design Professional in the form of written memoranda. The Design Professional shall request from APS information sufficient to develop program criteria including APS's goals, objectives, functions and needs, as well as an organizational chart of individuals who will occupy the Project and lists of equipment that requires utility services (other than incidental 110 volt, 60HZ devices requiring less than 10 amps), required infrastructure, and connections of equipment such as voice and data telecommunication. To the extent practicable and reasonable, the Design Professional shall incorporate APS's requests into the Construction Documents. The Design Professional shall advise APS, in writing, of any information required that has not been provided by APS, or of any conflicts between the established program requirements and the MACC. The Design Professional is solely responsible to APS for the types of material incorporated into the construction, for the size of the facilities constructed, and for designing within the MACC unless otherwise advised by APS.

**2.2.5** Following corrections or revisions required by APS, the Design Professional shall obtain the written approval of APS for the Schematic Design Documents.

**2.2.6** Upon giving its written approval, APS shall consider the Schematic Design Documents ready for submission to PSFA for ASC review. The Schematic Design Documents must be approved by PSFA before Design Professional commences work on the Design Development Phase.

**2.2.7** The responsibility for bringing the Project within the MACC remains with the Design Professional. Should the Design Professional at any time conclude that the MACC and the Scope of Work to be accomplished are incompatible, APS shall be notified immediately in writing, with proposed recommendations to reconcile the incompatibility, but the Design Professional shall continue to design the Project on the basis of the then current Scope of Work for the Project until advised otherwise by APS.

## **2.3 DESIGN DEVELOPMENT PHASE**

**2.3.1** From the approved Schematic Design drawings and documents, the Design Professional shall prepare the Design Development Documents, which finalize and describe the size and character of the entire project. In addition, the Design Professional shall prepare a written statement that identifies the need for any additional data, surveys, or tests.

**2.3.2** The Design Professional shall submit to APS for review and written approval the Design



Development Documents and a refined Level 2 UniFormat™ probable cost estimate. Should the Design Professional conclude, at any time, that the MACC and the Scope of Work to be accomplished are incompatible, including incompatibility between funding in accordance with the Statewide Adequacy Standards and district match requirements, APS shall be notified immediately in writing, with proposed recommendations to reconcile the incompatibility.

**2.3.3** Following corrections or revisions required by APS, the Design Professional shall acquire the approval, in writing, of APS of all documents associated with the Design Development Phase.

**2.3.4** Upon giving its approval, APS shall consider the Design Development Documents ready for submission to PSFA for ASC review, if such review is required. If such review is required, PSFA must approve the Design Development Documents before Design Professional commences work on the Construction Documents Phase.

**2.3.4.1** A PSFA-ASC DD submittal should include approximately 60% complete project manuals and plan documents with elements such as civil, structural, mechanical and electrical systems, roofs, walls and floors fully developed and lacking only specific installation details required for construction. The PSFA-ASC DD submittal should specify equipment to be installed, furnishings required and such other elements as may be appropriate.

**2.3.4.2** The PSFA-ASC DD submittal shall be accompanied by a statement of probable cost and a probable construction schedule, as well as any recommended program modifications.

## **2.4 CONSTRUCTION DOCUMENTS**

**2.4.1** From the approved Design Development Documents, the Design Professional shall prepare the Construction Documents based upon information contained in the Design Development Drawings and other documents previously approved by APS that set forth in detail the requirements for the construction of the entire Project. All Construction Documents must conform to the New Mexico Procurement Code.

**2.4.2** Construction Documents shall include written and graphic elements indicating contracting requirements, specifications and contract drawings. If Contractor(s) is/are to provide professional design services, layouts of equipment, or certifications related to systems, materials or equipment that are not included in the Construction Documents, the Design Professional shall clearly define and identify such services and specify all performance and design criteria that such services must satisfy. Neither APS nor the Contractor shall be responsible for the adequacy of the performance or design criteria specified by the Design Professional and required by the Construction Documents.

**2.4.3** Construction Documents are expected to include the coordinated information needed to describe the anticipated performance, including, but not limited to:

1. site grading, emergency access, utility locations and the like;
2. all building components and systems;
3. layout, location or dimensions of equipment, components, devices, diffusers and the like;
4. schematics, definitions and capacities of controls, operating logic, sequencing, piping, circuitry, ducting and the like;
5. details, schedules and specifications of all of the above; and,
6. roof slopes, flashings, dissimilar material transitions and the like.



**2.4.4** Layout, location and type of alarm system devices and panels; fire prevention system riser and heads; HVAC controls, logic and sequencing; and similar details shall be defined by the Construction Documents and shall not be defined entirely by performance requirements.

**2.4.5** Construction Documents shall include the Project Manual containing the project specifications and shall also include, at a minimum, bid forms, wage determination (if required), General Conditions of the Contract for Construction, Project Requirements, and the APS and Contractor Agreement. The Project Manual shall also include, as a part of Division 1, a Required Submittals List indexed by MasterFormat™ divisions identical to the indexing of items (or categories of items) of work within the specifications for which shop drawings or other submittals will be required. The Required Submittals List shall indicate the submittal items that must be submitted together as a package to facilitate the Design Professional's efficient review of like or interrelated items that must be compared or correlated to one another.

**2.4.6** Upon completion of the Construction Documents and before proceeding to the Bidding phase, the Design Professional shall brief APS on the Construction Documents, specifically addressing previous APS concerns and requirements. The Design Professional shall, at this briefing, furnish to APS a final and detailed Level 3 UniFormat™ probable cost estimate, including funding requirements in accordance with the Statewide Adequacy Standards. If the Design Professional elects to employ out-of-house cost estimating expertise, any fees incurred in the preparation of the cost estimate(s) shall be paid by the Design Professional.

**2.4.7** The responsibility for bringing the Project within the Maximum Allowable Construction Cost (MACC) is the Design Professional's, in accordance with Article 4 of this Agreement. Should the Design Professional at any time conclude that the budget and the Scope of Work to be accomplished are incompatible, APS shall be notified immediately, in writing, with proposed recommendations to reconcile the budget and Scope of Work. The Design Professional shall obtain the written approval of APS for any proposed changes to the Scope of work prior to proceeding with revisions to the in-progress Construction Documents, and the Design Professional shall continue to design the Project on the basis of the then-current Scope of work for the Project until advised otherwise by APS.

**2.4.8** The Design Professional shall return all original documents and drawings provided under Paragraph 3.3 to APS upon APS's request, but in no case later than the completion of the Construction Documents Phase. Payment for the Construction Documents Phase will not be made to the Design Professional until APS has received those documents and drawings.

#### **2.4.9 BID DOCUMENTS AND FINAL APPROVALS:**

**2.4.9.1** Following corrections or revisions required by APS, the Design Professional shall acquire the approval, in writing, of APS of all documents associated with the Construction Documents Phase.

**2.4.9.2** Upon giving its approval, APS shall consider the Construction Documents ready for submission to PSFA for ASC review. PSFA will coordinate review of the Construction Documents with the Construction Industries Division, as described in section 2.0.9 above. PSFA approval of the Construction Documents and PSFA issuance of the ASC is required before Design Professional commences work on the Bidding Phase.

**2.4.9.3** The Design Professional shall assist APS in filing the required documents for the approval of governmental and other authorities having jurisdiction over the Project but which are not included in the PSFA-ASC review and approval process.



**2.4.9.4** Following corrections or revisions required by the Owner, agencies and jurisdictions having authority, the Design Professional shall provide a signature approval block on the front sheet of the drawings and specifications, and shall obtain the approval signatures for:

1. APS;
2. Public School Facilities Authority;
3. Other agencies (if any, and as appropriate, see Subparagraph 2.0.8.1, 2.0.8.2 and 2.0.9), and
4. Utility companies (as appropriate).

**2.5 BIDDING PHASE:** Upon final approval by PSFA and APS, Design Professional shall issue the Contract Documents for bid. *No advertisements to bid may occur prior to PSFA issuing its Approval of School Construction for the Project.*



## EXHIBIT H – APS PROJECT MANAGEMENT SYSTEM

### **ELECTRONIC DATA REQUIREMENTS**

#### **General Requirements:**

- a. The Design Professional shall provide at a minimum, the following to its staff:
  - i. **Computer:** Minimum Intel Pentium® 4 Processor 2.4 GHz or equivalent processor with 512 MB of RAM; recommended Centrino Duo® Processors 1.6 GHz or equivalent with 2GB or RAM, or higher.
  - ii. **Computer Operating System:** Windows XP, Windows Vista, or Windows 7
  - iii. **Web Browser:** Microsoft Internet Explorer 9
  - iv. **Work and Spreadsheet Processors:** Microsoft Office Word, Excel and Outlook
  - v. **Scheduling Software:** Microsoft Project or Primavera
  - vi. **Internet Service Provider:** A reliable ISP in the area of the Project
  - vii. **Connection Speed/Minimum Bandwidth:** DSL, ADSL, or T1 Line for transferring a minimum of 3Mbps Downstream and 512 Kbps Upstream
  - viii. **Have or install a scanner minimum 800 x 600 pixels, and a digital camera minimum resolution of one (1) megapixel.**
- b. The Design Professional and Consultants shall provide its management personnel assigned to this Project with access to personal computers and the Internet on a daily basis.

#### **Project Web Requirements:**

- a. This project will utilize a web based project management tool called e-Builder Enterprise™. This web based application is a collaboration tool, which will allow project team members continuous access through the Internet to important project data as well as up to the minute decision and approval status information.
- b. The Design Professional shall have the responsibility for visiting the Project web site on a daily basis, and as necessary to be kept fully apprised of the Project developments, for correspondence, assigned tasks and other matters that transpire on the site. These may include but are not limited to: Contracts, Contract Exhibits, Contract Amendments, Drawing Issuances, Addenda, Bulletins, Permits, Insurance & Bonds, Safety Program Procedures, Safety Notices, Accident Reports, Personnel Injury Reports, Schedules, Site Logistics, Progress Reports, Daily Logs, Non-Conformance Notices, Quality Control Notices, Punch Lists, Meeting Minutes, Requests for Information, Submittal Packages, Substitution Requests, Monthly Payment Request Applications, Supplemental Instructions, Owner Variation Directives, Potential Variation Orders, Variation Order Requests, Variation Orders, and the like. All supporting data including but not limited to shop drawings, product data sheets, manufacturer data sheets and instructions, method statements, safety MSDS sheets, Substitution Requests and the like will be submitted in digital format via e-Builder Enterprise™.

#### **Electronic File Requirements:**

- a. In addition to the standard closeout submittal requirements detailed elsewhere in the Contract Documents, the Design Professional shall also submit all closeout documents including “Record Documents” in digital format. All documents (including Record Documents) shall be converted or scanned into the Adobe Acrobat (.pdf) file format and uploaded to e-Builder Enterprise™.

**e-Builder Enterprise™ User Licenses:**

**The Design Professional is required to purchase and maintain for the life of the project at least one annual e-Builder Enterprise™ user license as part of basic services. e-Builder Inc. will facilitate user license acquisition.**