**PROJECT ARCHITECT/ENGINEER AGREEMENT** *(2021-0528)*

*For use on Construction Manager at Risk projects*

SERVICE PROVIDER

TRUSTEES (ORIGINATOR)

# This AGREEMENT is made and entered into pursuant to the Public Contract Code 10700 et seq., by and between the Trustees of the California State University on behalf of

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| --- | --- | --- | --- | --- |
| *Campus, hereafter referred to as Trustees, and* | Amendment No.: | Agreement No.: | Insurance Co. and Policy Number: | Project No.: |
| **California State University Lorem Ipsum** | **123456** | **123456** | **123456** |
| *Service Provider, hereafter referred to as Architect/Engineer:* | CSU Vendor ID No.: | License Number: | DIR No.: |
| **Ipsum Lorem Service Provider, Inc.** | **123456** | **C-123456** | **123456** |

WITNESSETH: That the Architect/Engineer in consideration of the statements and conditions herein contained, agrees to furnish labor, materials, and equipment and to perform work necessary to complete, in a professional manner, services related and incidental to the design and construction of the Public Works Project **[Insert Project Name and Reference Number]** located at **[Insert Campus Name]**.

The Architect/Engineer shall provide such services as more fully described in the following Rider and Exhibits, which by this reference are incorporated herein and made part of this Agreement:

Rider A Agreement General Provisions, (5/28/2021 edition), consisting of twenty-one (21) pages;

Exhibit A Scope of Work, consisting of **[Insert Number of Pages]** pages;

Exhibit B Schedule of Lump Sum Fees for CM@Risk Projects, consisting of one (1) page;

Exhibit C Project Design Schedule, consisting of one (1) page;

Exhibit D CSU Procedure Manual for Capital Projects (12/2/11 edition), consisting of thirty-eight pages;

Exhibit E Architect/Engineer Hourly Rate Schedule applicable to this project.

The term shall begin upon receipt of a fully executed Agreement from the Trustees. The term shall end upon the later of acceptance of the Record Documents by the Trustees or public filing of the Notice of Completion.

The Architect/Engineer shall not perform services in excess of the Agreement without prior written authorization to proceed from the Trustees.

Architect/Engineer shall report to: **[Insert Campus and Project Administrator’s Name]**

The basic services amount to be expended under this Agreement shall not exceed **[Insert Total A/E Fee from Exhibit B]**. Payment shall be made in accordance with Rider A and Exhibits A, B, C, D, and E.

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| **Trustees of the California State University** | | | | | | | **Architect/Engineer** | | | | | | | | | |
| Campus  **California State University Lorem Ipsum** | | | | | | | Firm Name  **Ipsum Lorem Service Provider, Inc.** | | | | | | | | | |
| By (Trustees’ Authorized Signature) | | | | | | | By (Authorized Signature) | | | | | | | | | |
| Printed Name and Title of Person Signing  **John Smith, Campus Representative** | | | | | | | Printed Name and Title of Person Signing  **Jack Smith, Service Provider Authorized Signatory** | | | | | | | | | |
| Address of Campus Project Administrator  **99999 Lorem Ipsum Drive, Ipsum, CA 99999** | | | | | | | Address of Service Provider  **11111 Ipsum Lorem Drive, Lorem CA 11111** | | | | | | | | | |
| **SCO Acct Data:** | Fund  **123456** | Sub Fund  **123456** | Agency  **123456** | Yr. | Ref/Item  **123456** | Category  **123456** | | Program  **123456** | | Element  **123456** | | Component  **123456** | | Chapter  **123456** | Fiscal Yr.  **123456** | Legal Ref.  **123456** |
| Fund Name  **123456** | | | | PS Account  **123456** | | PS Fund  **123456** | | | PS Dept. ID  **123456** | | PS Program  **123456** | | PS Class  **123456** | | PS Project/Grant  **123456** | |
| Amount Encumbered  **$999,999,999** | | | *I hereby certify upon my personal knowledge that budgeted funds are available for the period and purpose of the expenditures stated above.* | | | | | | | | | | | | | |
| Amount of Increase  **$999,999,999** | | | Signature of Accounting Officer | | | | | | | | | | | | Date | |
| Amount of Decrease  **$999,999,999** | | | *I hereby certify that I have examined the written Agreement and find the same to be in accordance with the requirements of California State University Contract Law. G. ANDREW JONES, General Counsel* | | | | | | | | | | | | | |
| Total Amount Encumbered  **$999,999,999** | | | By Attorney | | | | | | | | | | | | Date | |

*This Agreement may be executed in counterparts all of which taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement by electronic mail in “portable document format” (“.PDF”) form or by other similar electronic means shall constitute effective execution and delivery of this Agreement and shall have the same effect as copies executed and delivered with original signatures.*