

**IDAHO TRANSPORTATION DEPARTMENT**  
**PROFESSIONAL SERVICES AGREEMENT**

Agreement Number

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Idaho Transportation Department, whose address is 3311 West State Street, P.O. Box 7129, Boise, Idaho, 83707-1129, hereinafter called the "State," and, > whose address is >, hereinafter called the "Consultant."

**NOW, THEREFORE**, the parties hereby agree as follows:

The work covered by this Agreement is for the following project(s):

PROJECT NAME: BIG WOOD RV BR REPLACEMENT  
PROJECT NO: A011(622)  
KEY NO: 11622

**I. SUBCONSULTANTS**

The State approves the Consultant's utilization of the following Subconsultants:

**II. AGREEMENT ADMINISTRATOR**

This Agreement shall be administered by >>; or an authorized representative.

**III. DUTIES AND RESPONSIBILITIES OF CONSULTANT**

**A. DESCRIPTION OF WORK**

The Consultant shall provide professional services as outlined in the attachment(s) and as further described herein.

1. The following attachments are made a part of this Agreement:
  - a. **Attachment No. 1** is the Consultant Agreement Specifications which are applicable to all agreements.
  - b. **Attachment No. 2** is the negotiated Scope of Work, Cost Estimate, and Man-Day Estimate.

In the case of discrepancy, this Agreement shall have precedence over Attachment No. 2, and Attachment No. 2 shall have precedence over Attachment No.1.

2. Per Diem will be reimbursed at the current approved rates. These rates are listed at <http://www.itd.idaho.gov/design/cau/policies/policies.htm>.

#### **IV. DUTIES AND RESPONSIBILITIES OF STATE**

The State shall provide to the Consultant, upon request, copies of any records or data on hand which are pertinent to the work under the Agreement.

#### **V. TIME AND NOTICE TO PROCEED**

- A. The Consultant shall start work under this Agreement no later than ten (10) calendar days from the receipt of the written notice to proceed with the work. The Consultant shall complete all work by >.
- B. The Consultant shall remain available to perform additional work for an additional sixty (60) days or until the Agreement is closed out, whichever comes first.

#### **VI. BASIS OF PAYMENT**

- A. Payment Basis: Cost Plus Fixed Fee
- B. Compensation Amount
  1. Not-To-Exceed Amount: \$>
  2. Additional Services Amount: \$>
  3. Total Agreement Amount: \$>
- C. Fixed Fee Amount: \$> (This is included in the Total Agreement Amount.)
- D. Approved Overhead Rates for Prime Consultant and Subconsultants
- E. Reasonable increases in labor rates during the life of this Agreement will be accepted. Payroll additive rate, general administrative overhead rate, and unit prices are subject to adjustment during the life of this Agreement based on audit and negotiations. If the State approves an adjustment to the overhead rate or unit prices, the Consultant must then submit a written request to the Agreement Administrator requesting use of the approved rate(s) on this agreement. If the new rate(s) are accepted by the Agreement Administrator, they shall apply from the date the written request was made to the Agreement Administrator. An adjustment shall not change the Not-To-Exceed amount of the Agreement. For projects of duration greater than two years, the Not-To-Exceed amount be negotiated.

In no case will rates be adjusted more than once per agreement year.

- F. Professional Services Authorization and Invoice Summary (Authorization) No. 1 is issued in the amount of \$> to begin the work of this Agreement. The remaining amount will be issued by consecutive Authorizations.

An additional services amount may be included in this Agreement. If so, the State will determine if additional services is required beyond the services outlined in Attachment No. 2. When additional services are required, the additional services amount of the Agreement will be utilized, and a subsequent Authorization will be issued.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands on the day and year in this Agreement first written above.

**IDAHO TRANSPORTATION  
DEPARTMENT**

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

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

>

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

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