**THE AGREEMENT** **between**

**The REGENTS of NEW MEXICO STATE UNIVERSITY**

**and the ARCHITECT**

1. **PARTIES TO THE CONTRACT**

**THIS AGREEMENT** effective this \_\_\_ day \_\_\_ of , , **BY AND BETWEEN THE REGENTS OF NEW MEXICO STATE UNIVERSITY** hereinafter called the **REGENTS**, and

Name:

Whose address is:

Telephone:

Fax: ­­­­

E-mail:

hereinafter called the **ARCHITECT**. The Architect is licensed in New Mexico under License #\_\_\_\_\_\_\_\_\_.

**WITNESSETH:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(architect signature required) Date

1. **PROJECT**

That for and in consideration of the mutual covenants and agreements herein the parties hereto agree as follows:

The Regents agree to employ and do hereby employ and engage the Architect, under the terms and conditions of this contract, to perform for the Regents all professional, architectural and engineering services for the design and construction of the building project herein referred to as

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

and hereinafter called the PROJECT.

The Project budget has an estimated Maximum Allowable Construction Cost (MACC) identified in Paragraph 19, which includes ten percent (10%) in additive alternates and all New Mexico Gross Receipts Taxes. The Architect agrees that the Project can be built within the Maximum Allowable Construction Cost. It shall be the Architect’s responsibility to design the project within the Maximum Allowable Construction Cost.

This contract is to provide for:

This contract also includes the Architect’s compilation of adequate as-built information and field verification necessary to fully design the project.

1. **THE REGENTS' RESPONSIBILITY**

**THE REGENTS AGREE:**

1. To designate representatives to act in its behalf. The Regents' Representative for the Project is the **Associate Vice President for Facilities & Services,** **or his designee.**

1. To prepare and to furnish to the Architect a written outline, hereinafter call the OWNER’S PROJECT PROGRAM REQUIREMENTS (OPPR), of requirements showing the general nature, size, accommodations, and such other requirements as may be necessary to enable the Architect to design the project. The OPPR will contain the estimated Maximum Allowable Construction Cost (MACC), Project Schedule (See Appendix 2), and the existing design information from NMSU archives. If the Architect is of the opinion the Regents have failed to provide an adequate written outline and preliminary budget, it must so advise the Regents' Representative, in writing, within five (5) working days after the date that the information is received by the Architect. If authorized by the Regents’ Representative, the Architect may prepare project program material as an additional service.
2. The Architect is responsible for compiling and verifying all required information regarding existing conditions. Only the staff members who are under the authority and supervision of Regents' Representative are authorized to release information on the existing conditions.
3. To give consideration to sketches, estimates, working drawings, specifications, proposals and other documents submitted by the Architect. All responses to the Architect shall be in writing. Unless the Architect is in default in this Agreement, the University shall issue orders to Contractors only through the Architect.
4. To give the Architect written notice of any desired change in the quality and scope of the Project.
5. To give prompt written notice to the Architect of any defects in the Project design which the Regents observe or are aware of. The Architect has to respond in writing on any comments with which he disagrees and to explain the nature of the disagreement. Otherwise, the Architect is expected to correct the defects identified.
6. The Regents may furnish soil tests, test borings, material tests, and other special engineering data or direct Architect to provide such tests and data. In the latter event, only direct costs for the tests or data shall be paid for by the Regents. The Architect will not be responsible for data furnished by others.
7. **SERVICES TO BE PERFORMED BY THE ARCHITECT**

**THE ARCHITECT AGREES** to perform all necessary professional services in connection with the design and construction of this project including those items enumerated as “Includes” below and the following selected Additional Services:

Property Boundary Survey  Topographic Survey

­­­ Easement Survey  Right-of-Way Survey

Geotechnical Survey  Mapping and/or Zoning

Environmental Documentation  On-Site Construction Observation

Commissioning Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. After receiving the OWNER’S PROJECT PROGRAM REQUIREMENTS, the Architect shall attend conferences with the Regents' Representative as may be requested by the Representative to complete the Architects' understanding of this Project. The Architect shall visit the site with Regents' Representative in order to become familiar with all governing site conditions. In addition, to comply with written directives provided by the Regents’ Representative.

* + 1. The Architect is responsible for incorporating any visible conditions into the project design.
    2. Includes  Excludes

The Architect is responsible for incorporating any nonvisible conditions into the project design required by NMSA 62-14-3, Excavation.

1. In accordance with Paragraph 3, if the Architect cannot meet the OWNER’S PROJECT PROGRAM REQUIREMENTS, the Regents may in its sole discretion, terminate the Agreement and pay the Architect for the Architect's actual costs of work completed and delivered to date.
2. Includes  Excludes

Develop the PROJECT PROGRAM to organize programming efforts defining the project scope of work to be designed including:

Researching the project type

Identifying strategies to create a functional, high-performance facility

Develop an “Order of Precedence” list clearly describing the intended scope of work under each Goals, Facts, Concepts, and Needs category. Each item on the list represents those major or minor ideas reflected in the PROJECT PROGRAM in their order of importance.

An opinion of probable construction cost. The “Order of Precedence” list will include for each item a summary description and preliminary cost in the CSI divisional breakdown.

Schedule of phased components

A minimum of three (3) renderings reflecting the proposed exterior in accordance with NMSU’s architectural style and aesthetic expectations, and/or interior architectural features

Interior floor plan layouts

1. After receiving written approval by the Regents’ Representative of the PROJECT PROGRAM, to prepare preliminary architectural and engineering design drawings as enumerated below:
   1. Includes  Excludes

To prepare schematic design and a preliminary opinion of probable construction cost delivered in the CSI 45 divisional breakdown. Architect shall not proceed beyond schematic design until provided with a written statement from the Regents’ Representative signifying acceptance. Final deliverables shall include:

\_\_\_ bound set(s) of Schematic Design documents

One (1) CD or transmitted (25 megabit limit) electronic file(s)

* 1. Includes  Excludes

Prepare design development and updated preliminary opinion of probable construction cost. Architect shall not proceed beyond design development until provided with a written statement from the Regents’ Representative signifying acceptance. Final deliverables shall include:

\_\_\_\_\_ bound set(s) of Design Development documents

One (1) CD or transmitted (25 megabit limit) electronic file(s)

1. After receiving written approval by the Regents’ Representative of the preliminary phase drawings (if included), prepare architectural and engineering construction drawings as enumerated below:
   1. Includes  Excludes

Prepare 50% construction drawings and preliminary opinion of probable construction cost. Architect shall not proceed beyond 50% construction drawings until provided with a written statement from the Regents’ Representative signifying acceptance. Deliverables shall include:

One (1) set of full-size drawings

One (1) set of half-size drawings

One (1) set of specifications

One (1) CD or transmitted (25 megabit limit) electronic file(s)

* 1. Includes  Excludes

Prepare 75% construction drawings and updated preliminary opinion of probable construction cost. Architect shall not proceed beyond 75% construction drawings until provided with a written statement from the Regents’ Representative signifying acceptance. Deliverables shall include:

One (1) set of full-size drawings

One (1) set of half-size drawings

One (1) set of specifications

One (1) CD or transmitted (25 megabit limit) electronic file(s)

* 1. Includes  Excludes

Prepare 95% construction drawings and updated preliminary opinion of probable construction cost. Architect shall not proceed beyond 95% construction drawings until provided with a written statement from the Regents’ Representative signifying acceptance. Deliverables shall include:

One (1) set of full-size drawings

One (1) set of half-size drawings

One (1) set of specifications

One (1) CD or transmitted (25 megabit limit) electronic file(s)

1. Prepare a complete bid package, including:

100% Construction Drawings

Specifications compatible with NMSU standards

Narrative description of HVAC operation, electrical system, equipment, in accordance with the approved preliminary drawings and any Regents' requirements as outlined in Project Design guidelines.

Final opinion of probable construction cost.

Proposed construction project schedule

Proposal forms and other documents in such detail as may be required by the Regents' Representative to obtain competitive bidding on the work

1. All drawings and specifications will be reviewed by the Regents’ Representative. All drawings and specifications shall be in full compliance with New Mexico building codes, other laws and regulations (including accessibility to the handicapped) applicable to the project, Regents' approved Master Plan, and Facilities & Services Design Guidelines.
2. To prepare all construction drawings in electronic format approved by the Regents’ Representative. All specifications shall be printed, or prepared by other duplicating processes approved by the Regents’ Representative. No less than two (2) weeks prior to the date set by the Regents’ Representative for advertising for bids, the Architect shall furnish the following to the Regents’ Representative for checking and review at no cost to the University:

Three (3) sets each of full-size drawings

One (1) set of half-size drawings

One (1) set of specifications

One (1) CD containing all checked items above

1. Includes  Excludes

Shall be responsible for coordinating efforts with Regents' Representative for setting up a pre-bid conference **two (2) weeks prior to bid opening**.

1. To permit drawings and specifications under preparation to be reviewed by the Regents' Representative at all times during the conduct of this work.
2. Includes  Excludes

Shall assist the Regents in preparing and presenting the Project for the approval of any governmental agency the Regents' Representative determines appropriate.

1. Should Regents substantially change the PROJECT PROGRAM, the Architect shall within **seven (7) days** of the change notify the Regents' Representative in writing if the Project cannot be completed within the Project Budget. In the event it cannot be completed within the Project Budget, the Regents may either terminate the Project or direct a change in the PROJECT PROGRAM. In the latter event, the fee payable to Architect shall be increased or decreased as agreed in writing by the Architect and Regents. In the event of termination, Architect shall be paid only for work completed and delivered to date of the written notice of termination.
2. The Architect shall provide the Regents a milestone schedule for construction no later than the end of each design phase.
3. The Architect shall comply with the New Mexico Architect's Act and provide an architect, licensed in the State of New Mexico, during the entire project, who has the authority to make decisions in the name of the Architect. The Architect must have a complete understanding of the Contract Documents and be available on site within twenty-four (24) hours of notice by the Regents’ Representative.
4. The Architect shall redesign the project, if so directed by the Regent’s Representative, without additional cost to the Regents (including design, expenses, printing, etc.) to make it possible to construct the project within the Maximum Allowable Construction Cost budget, if the design by the Architect results in the lowest bid or proposal which is higher than the construction budget and if the PROJECT PROGRAM is substantially the same as initially provided by Regents.
5. The Architect shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services to be furnished under this contract. The Architect is required to correct any errors, omissions, or other deficiencies in designs, reports, or other services without payment of additional compensation.

1. As used in this Agreement, all documents and drawings identified in Paragraph 4 shall hereafter be called **Contract Documents**.
2. **ARCHITECT'S SERVICES DURING BIDDING AND CONSTRUCTION**

In addition to the requirements of Paragraph 4 **THE ARCHITECT'S SERVICES** during construction shall include those items enumerated as “Includes” below:

1. Includes  Excludes

The review of all bids, proposals, alternates or substitutions submitted to the Regents, followed by a written recommendation as to their acceptance or rejection.

1. Includes  Excludes

Coordinate with Regents' Representative for setting up a pre‑construction conference after award as required by “Notice to Proceed.”

1. Includes  Excludes

Conducting a bi-weekly visit to the work in progress to enable the Architect to determine the progress and quality of work and to determine in general if the work is proceeding in accordance with the Contract Documents.

1. Includes  Excludes

Keeping the Regents' Representative informed by a bi-weekly written project observation report or project meeting minutes of the progress of the work and shall endeavor to guard the Regents against defects and deficiencies in the work of the Contractors.

1. Includes  Excludes

Complying with any request for a special field observation as requested by Regents' Representative. Any additional observations may be billed at the rates contained in Paragraph 15.

1. This agreement contains 4 **special** field observations, with reports.
2. Includes  Excludes

Recommend to the Regents' Representative a condemnation of the work as failing to conform to the Contract Documents, if applicable. If the work is condemned by the Regents' Representative, the work shall then progress only if the work is corrected to conform to the Contract Documents or the Regents' Representative determines such condemnation is not reasonable under the circumstances.

1. Includes  Excludes

The issuance of monthly Certificates of Payment for the amount owing the Contractor. Architect shall determine this amount from Architect's observation as determined by the contracted schedule of values and the progress of the work. The Architect will then review the Contractor's Application for Payment and recommend their payments to the Regents. These Certificates shall constitute a representation to the Regents that the work has progressed up to approximately the point indicated by the construction schedule based on such observations and the data comprising the Application for Payment. By issuing a Certificate for Payment, the Architect shall also represent to the Regents that, to the best of the Architect’s knowledge, information, and belief based on what the Architect's observations have revealed, the quality of the work is in accordance with the Contract Documents.

1. Includes  Excludes

Conduct job visits to determine the dates of substantial and final completion and issue a final Certificate for Payment. Final payment shall be withheld from the Contractor until such certificate is issued, unless the Regents’ Representative determines otherwise.

1. Includes  Excludes

Checking and approving samples, schedules, shop drawings and other submissions for conformance with the information given by the Contract Documents. The approval stamp will contain the following information:

* Approved
* Approved Subject to Correction Noted
* Disapproved
* Correct and Resubmit for Final Approval

1. Includes  Excludes

Furnishing all interpretations, details or incidental services necessary for the proper execution of the work.

1. Includes  Excludes

The selection of colors, textures and finishes, unless otherwise noted in the Contract Document. Exterior building colors must have prior approval by the University Architect and interior colors approval by the Regents’ Representative.

1. Includes  Excludes

The issuance to the Contractor of any change orders which alter the function, quality, appearance or cost of the finished work, correcting the construction schedule and evaluating cost of the change. Such change orders shall have the prior written approval of the Regents' Representative before they become effective. The Regents' Representative approval will require change order justification (i.e. Design Omission, Unforeseen Condition, or Owner Request), a description of the changes, and evaluation of alternative costs. All change orders in the aggregate altering the contract price by ten (10%) or more shall also be approved in writing by the President or Executive Vice President of New Mexico State University, or their designee, before execution by the Contractor. Using NMSU’s standard form, **one (1) original hard copy of change orders** shall be sent to the Regents' Representative for processing and signatures. Such change orders shall reflect the change in work, original contract price, change in contract price through the change order, original completion date, and revised completion date.

1. Includes  Excludes

The preparation, in collaboration with the as-built drawings from the Contractor, of a set of marked prints and specifications, which show all changes from the original contract requirements including, but not limited to, the dimensioned locations of covered sumps, sewer lines, cleanouts, water and gas mains, electric service feeders, and communication cables. In addition, the preparation of a set of record drawings reflecting the basic changes marked on the prints with each change from the original drawing clearly marked and annotated on the drawings in a Revision Box on the sheet title. A copy of the marked prints, a copy of the Project Manual with all Addenda and Change Orders bound within, and the as-built drawings shall be delivered to the Regents’ Representative within thirty (30) days of issuance of the Certificate of Completion, with a letter from the Architect attesting to the authenticity of the prints and specifications. If the project is prepared by CADD, the Architect will also supply computer disks with the corrected drawings free of charge. (For details, see Appendix 1.)

1. Includes  Excludes

The review of all inspection reports and test reports required of the contractor by the construction documents and will inform the owner in the event reports bear out inconsistencies with the construction documents.

1. Includes  Excludes

The issuance of a Certificate of Completion on a form supplied by the Architect when all work called for by the drawings and specifications has been completed.

1. Includes  Excludes

Making a Field Review, with the Regents' Representative, of the project within two months prior to the expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contracts.

1. **EMPLOYMENT OF ENGINEERS AND CONSULTANTS**

**THE ARCHITECT AGREES** to employ, at Architect's own expense, all consultants licensed in New Mexico, as are normally required for the design and job observation during the construction period of this Project. However, the Architect shall be entitled to reimbursement of the direct cost **ONLY** of surveys, borings, material testing (if requested by the Regents' Representative) or such other consultants, including Interior Designer and Specialty Consultants specifically, required for Regents' benefit. The Architect shall furnish to the Regents a list of architects, engineers and consultants for approval prior to engaging them for this Project. Architect shall furnish any license number and, if the consultant is a corporation, a corporate resolution authorizing the work and the name and address of its registered agent in New Mexico.

1. **AUTHORIZED AGENT OF THE REGENTS**

**THE ARCHITECT AGREES** that the performance of all work required of Architect under the terms of this contract is to be subject to the direction of the Regents or of the Regents' Representative. Such person designated by the Regents shall be the authorized agent and representative of the Regents. All information or directions desired or required by the Architect for the performance of his work and services hereunder shall be requested from the Regents' Representative in writing. If the Architect accepts directions and information from other than the Regents' Representative, the Architect is liable for the cost of any changes that may be occasioned by any incorrect information, unless it confirmed such a direction with the Regents' Representative in writing.

1. **ASSIGNMENTS AND SUCCESSORS**

**THE ARCHITECT AGREES** that Architect will not sell, assign this Agreement, or any portion of the work included herein, and that the Architect will not enter into a partnership with any persons without the written permission of the Regents.

1. **DISABILITY OR DEATH OF ARCHITECT**

If in the opinion of the Regents, the prime licensed architect working upon this project becomes incapacitated, the Architect shall promptly deliver to the Regents all drawings and papers relating to his work and services hereunder. The Regents shall pay to the Architect such equitable proportion of the remuneration provided herein as the work actually done by the Architect at the time of such stoppage, bears to the whole of the work required to be done by the Architect under the terms of this Agreement. Such payment shall be in accordance with the requirements of Paragraph 4 subject to the limitations under the Phase in Paragraph 19 in which the Architect is then working.

1. **PERFORMANCE TIME**

**THE ARCHITECT** shall prosecute this contract with diligence and continuous effort, and that Architect will not delay this work in order to perform other contracts entered into by the Architect. The Architect agrees that time is of the essence in the performance of this Agreement and construction of the Project. The Architect will provide a continuously updated project schedule. The Architect understands that if the Architect fails to meet any of the time schedules or milestones without the written approval of the Regents, Regents may suffer damages as a result of such delay. Should such damage occur, Regents will take all appropriate action for recovery of such damage. However, the Architect will not be responsible for consequential damages resulting from delays beyond the Architect’s control. NMSU’s Current Project Schedule is attached as Appendix 2. All variance from this schedule must be confirmed in written form by the Regents’ representative.

1. **LIABILITY INSURANCE**

**THE ARCHITECT** shall maintain a policy for general liability insurance, automobile liability and such insurance required by law, as approved by the Regents' Representative. Proof of insurance shall be delivered to the Regents' Representative. The professional liability will be no less than Five Hundred Thousand Dollars ($500,000.00), and the Architect will provide a Certificate of Insurance to the Regents' Representative.

1. **HOLD HARMLESS**

To the maximum extent permitted by law, the Architect hereby agrees to indemnify and hold Owner and its officers and employees harmless for, from and against all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys’ fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Architect and other persons employed or utilized by the Architect, including its consultants, in the performance of the Agreement.

1. **OWNERSHIP OF DOCUMENTS**

**BEFORE RECEIVING ITS FINAL PAYMENT, THE ARCHITECT** shall deliver to the Regents Representative documents described in Paragraphs 4 and 5.

The Regents shall have unlimited rights, for the benefit of the Regents, in all drawings, designs, specifications, architectural designs of buildings and structures, notes and other architect-engineer work produced in the performance of this contract, or in contemplation thereof, and all as-built drawings produced after completion of the work, including the right to use same on any other Regents' work without additional cost to the Regents; and with respect thereto the Architect agrees to and does hereby grant to the Regents royalty-free license to all such data which he may covet by copyright and to all architectural designs as to which he may assert any rights or establish any claim under the design patent or copyright laws. The Architect shall not be liable for any damages as a result of reuse by Regents of the contract documents. The Regents shall not have the right to sell the drawings and specifications. The Architect shall be permitted to reuse minor parts of the drawings for other projects, but shall not use them substantially as a whole without the Regents written permission.

1. **TERMINATION OF AGREEMENT**
2. **THIS AGREEMENT** may be terminated by either party upon **seven (7) day written notice** to the other party. In the event of termination of this contract, the Architect shall be paid for services performed to the date of written termination, and only such terminal expenses as shall be established by the written agreement of the parties. This compensation shall be in accordance with Paragraph 4 and 5.
3. Upon termination, and prior to final payment, all contract documents and all written information used to develop the contract documents shall be immediately delivered to the Regents' Representative.
4. **COMPENSATION OF THE ARCHITECT**

**THE REGENTS AGREE TO PAY THE ARCHITECT FOR WORK AND SERVICES PERFORMED UNDER THE TERMS OF THIS AGREEMENT ON THE BASIS OF A NEGOTIATED LUMP SUM, AS FOLLOWS:**

1. A lump sum, including New Mexico Gross Receipts Tax, due the Architect shall not exceed the total fee in Paragraph 19. In case the Regents substantially change the scope of the Project, such change in compensation must be agreed upon in writing at the time of change of scope and/or quality signed by the NMSU Senior Vice President for Administration & Finance or appointed designee.
2. For the Architect's additional services, for scope beyond that covered by the original approved Regents' Project Program, compensation for additions or reductions shall be computed as identified in the attached **SCHEDULE "A": Additional Services**

Additional travel expenses or printing expenses, if required by the Regents' Representative, are computed as follows:

* 1. Printing: actual expense (with original receipt)
  2. Travel:
* Airfare (“Coach” only) – Actual expense with copy of receipts.
* Vehicle (from & back to office location) at current NMSU mileage rates in effect at the date of this agreement.
* Taxi fare – Actual expense with copy of receipts.
* Lodging – Actual expense with copy of receipts may not exceed current NMSU per diem rates in effect at the date of this agreement.
* Business meal per person, including taxes and gratuity with copy of receipts, may not exceed current NMSU per diem rates in effect at the date of this agreement. Alcohol beverages are not reimbursable.

1. No further compensation shall be paid as a part of the basic Architect's compensation unless the Regents require the Architect to make alterations or revisions in the PROJECT PROGRAM documents which substantially depart from the approved PROJECT PROGRAM and budget which cause the Architect an unusual and unanticipated expense equal to or greater in value than 10% of the agreement price reflected in Paragraph 19. If the Architect determines that such alterations or revisions do so substantially depart, the Architect shall notify the Regents' Representative in writing within seven **(7) days of original notification** by Regents' Representative to perform such work and shall do no work unless a written agreement for additional compensation is entered into by the Regents and the Architect. The Regents shall compensate the Architect for such amount only as shall be agreed upon in writing signed by the President or Executive Vice President of New Mexico State University, or designee. Any alterations or revisions due to errors or omissions on drawings will not cause any additional compensation to the Architect.
2. Unless agreed otherwise in writing by the Regents' Representative, the cost of reproducing and mailing of the specifications and plans for distribution to contractors for proposals or bidding shall be borne by the Regents. Billing for such mailing shall be submitted by the Architect as a separate item, not a part of the Architect's fee, with copies of receipts. The Architect shall provide all intermediate progress documents as required without charge including intermediate sets of drawings and written documents at each step described in Paragraph 4 of this contract. For printing bid sets, the Architect is required to use printers under a pricing agreement to the University, as directed by the Regents’ Representative, in which event the printing company will bill the University directly. The Architect will consult with the Regents' Representative to determine the quantity of documents required.
3. No further compensation shall be paid for travel expenses, routine printing, telephone or mailing costs during any phase of the project.
4. **METHOD OF PAYMENT**
5. **The total Architects' fee shall be as set forth in Paragraph 19 and will not be exceeded except by a written modification to this contract.**
6. All invoices for payment for architectural services will show work accomplished to date (percent of phase), fee paid, fee payable, fee remaining in each phase and total fee.
7. Architect shall not submit more than monthly billings and only for work actually accomplished to the date of the bill. In the event the bill covers work not as yet accomplished, the bill will remain unpaid until the work is accomplished. In some instances of pre-billing, such a bill will be returned to the architect for reissuance.
8. **AMENDMENTS**

**Every change to this Contract shall be in writing, signed by the Senior Vice President for Administration & Finance of New Mexico State University, or designee, and the Architect.**

1. **MEETINGS WITH ARCHITECT AND REGENTS' EMPLOYEES**

Every meeting between the Architect and any employee of the Regents shall be memorialized within **five (5) working days** by written minutes prepared by the Architect. A copy of these minutes shall be delivered immediately to the Regents Representative for review, correction and/or amendment. Corrected minutes shall be filed within **seven (7) working days** after receipt of any corrections and/or amendment.

1. **SPECIAL CONDITIONS**

The special conditions to this Agreement include the following:

1. Contract Term Dates:

Start Date

Final Deliverable of All Services Date

Contract Close-Out/Termination Date

1. Basis for the Architect’s Fee:

Maximum Allowable Construction Cost (MACC) of $\_\_\_\_\_\_\_, including New Mexico Gross Receipts Tax and 10% of the Maximum Construction Cost in Additive Alternates. Should the actual construction contract award be greater than the MACC listed above, the Architect’s fee will be adjusted by the addition of 0% of the construction cost exceeding the MACC.

1. Total Architect's Fee of **$**  and is based on attached proposal (Appendix 3), which includes all applicable New Mexico Gross Receipts Tax. Payments on account of the Architect's Basic Services (including applicable New Mexico Gross Receipts Tax) shall be made as a percentage of completion on a monthly basis.

Basic Services (excluding applicable gross receipts tax):

* + 1. Programming ( \_\_\_% of Basic Fee) Lump Sum $
    2. Design Development ( \_\_\_% of Basic Fee) Lump Sum $

* + 1. Construction Documents ( \_\_\_% of Basic Fee) Lump Sum $

* + 1. Award of Contract ( \_\_\_% of Basic Fee) Lump Sum $

* + 1. Construction Phase ( \_\_\_% of Basic Fee) See Below $
    2. Close-Out Phase ( \_\_\_% of Basic Fee) ee Below $

vii. For the Construction Phase, the Architect's Fee shall be payable monthly during the execution of the building construction phase and in proportion to the percentage of construction completed. For the Close-Out Phase, the Architect's fee shall be withheld until the Architect has completed all requirements of this Agreement, including delivery of record drawings, with the exception of the inspection prior to the expiration of the guarantee period.

1. **THE INDICATED ARCHITECTURAL FEE IS THE MAXIMUM FEE THE ARCHITECT WILL RECEIVE UNLESS OTHERWISE AGREED IN WRITING BY THE ARCHITECT AND REGENTS.** No expense will be incurred until increase in fee has been agreed to in writing. In the event expense is incurred without a written approval, the Architect assumes potential liability for such an expense.
2. If, and only if, as directed by the Regents and counter-signed by either the President or the Executive Vice President of the University, or designee, the Architect shall modify the contract documents to bring the project cost within the Maximum Allowable Construction Cost budget, should the actual bid or proposal price, as obtained from the construction documents and specifications, exceed the Regents’ Maximum Allowable Construction Cost budget. No further compensation shall be due the Architect to bring the project within the Regents' budget.

1. The Architect shall, at no additional cost to the Owner, immediately make corrections, changes, or additions, to any documents prepared by the Architect or its consultants necessitated by errors and omissions in the Architect’s performance of it services.
2. The Architect hereby lists all engineers/consultants to be used for this project (ref. Paragraph 6). The Regents retain the right to approve any and all changes to the engineer/consultants. See attached **SCHEDULE “B”: Engineering & Special Consultant Team.**
3. The Architect shall assume responsibility for all personal and travel expenses except as per Paragraph 15 if approved for additional services (not for basic services that are part of this contract). Such costs are included in the lump sum fee.
4. Other special conditions: N/A.

**THE REGENTS OF NEW MEXICO STATE UNIVERSITY**

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**THE ARCHITECT:**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Appendix 1**

The following documentation is required as per Paragraph 5.

* Submit a complete set of electronic native Autodesk (.dwg) files complete with all x-refs and embedded information, files, and data eTransmitted onto CD ROM(s). No other media will be accepted.
* Each Autodesk file shall equal one sheet only; no multiple sheets per drawing file.
* Each Autodesk drawing file shall have a revision cloud around an area where change occurred from bid set and drawing files shall have “Record Drawings” stamped on document.
* Submit a complete set of Acrobat (.pdf) files onto CD ROM(s). Each file shall correspond exactly to each Autodesk file submitted.
* The naming convention for each Acrobat drawing file shall be:
  + Sheet title followed by the Sheet number
  + Example: Floor Plan A1.1
* The CD ROM(s) shall have a permanent label with the Project Title, Submittal Date, and Submittal Milestone (e.g., 75%, Construction Bid Documents, As-Builts). Each transmission must be accompanied by index of drawings or manifest, including but not limited to:
  + File name
  + Sheet title
  + Sheet number

**Appendix 2**

The following documentation is required as per Paragraph 10.

**Project Schedule**

Assumed date of A/E Contract

Kick-off Meeting

Completion of Design Development Phase

Completion of Construction Document Phase

Complete CDs

Advertise for construction proposals (cost & qualifications)

Pre-Bid Conference

Construction Bids Received

Construction Agreement Signed

Construction Notice to Proceed

Pre-Construction Conference

Construction Complete; Certificate of Occupancy

**SCHEDULE "A": Additional Services**

**SCHEDULE “B”: Engineering & Special Consultant Team**