ARCHITECTURAL SERVICES AGREEMENT

Architectural Design Services for the Westside Phase III at CNM’s Westside Campus.

THIS ARCHITECTURAL SERVICES AGREEMENT, including all exhibits thereto (“Agreement”), made this ______ day of ______, 2009, by and between Central New Mexico Community College (“CNM” or “Owner”) and ______ Architects (“Architect”).

WHEREAS with its Request for Proposals No. P-287 (“RFP P-287”) CNM solicited proposals for certain architectural and related services in connection with the CNM Architectural Design Services for the Westside Phase III at CNM’s Westside Campus, (the “Project”);

WHEREAS CNM selected Architect’s proposal as being the most advantageous and awarded the work to Architect;

WHEREAS CNM and Architect desire to enter into a written agreement for architectural and related services;

NOW, THEREFORE, the parties agree as follows:

ARTICLE ONE

STATEMENT OF WORK

1.0 Architect shall provide architectural and related services related to the design and development of the CNM Architectural Design Services for the Westside Phase III at CNM’s Westside Campus, as more fully described in this Agreement (the “Work”).

ARTICLE TWO

CNM’S RESPONSIBILITIES

2.0 CNM agrees to contract with and does hereby contract with the Architect, under the terms and conditions of this Agreement, to perform for CNM professional architectural and related services as described in this Agreement, including without limitation the scope of work described in RFP P-287, and incorporated herein by reference.

2.1 CNM shall designate a representative (“Facilities Representative”) to communicate on its behalf with the Architect. The Facilities Representative, or his designee, shall have authority to give general direction to the Architect, to answer questions with respect to the Project, to review and process pay applications subject to other required approvals, and to initiate the change order process. CNM by and through its Facilities Representative, Purchasing Officer, Office of Vice President for Administrative Services, and Comptroller shall administer this Agreement and shall have the authority to 1) modify or interpret this Agreement, 2) to authorize the Architect to perform special services as defined in Article V of this Agreement, or 3) to approve change orders, all of which are decisions which are to be made by CNM.

2.2 CNM shall give thorough consideration to all sketches, estimates, working drawings, specifications, proposals and other documents submitted by Architect.

2.3 CNM shall give Architect written notice of any change in the quality and scope of the Project.

ARTICLE THREE

ARCHITECT’S SERVICES

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For all of the services in this Article Three of the Agreement, the Architect shall be compensated per the terms set forth in Exhibit B, Section I of this Agreement, except for those items specifically identified as special services, which shall be compensated per the terms set forth in Exhibit B, Section II of this Agreement.

3.0 Scope of Work
CNM owns approximately 120 acres of land on Albuquerque’s west side. The site is located within the County of Bernalillo just outside the City of Albuquerque limits. In 2003, the first phase of the campus was completed and classes started in June of the same year. CNM has experienced significant growth over the past year and in 2007 constructed the second phase of the campus. The proposed project is the construction of a new 75,000 net square foot Instructional Facility on the Westside Campus. The proposed project is to be located north and west of the pedestrian mall and will be designed to complement the existing phase I and phase II facility. There exist the possibility that the facility may be broken down into three distinct buildings as well as adding on to the existing phase II facility. CNM wants the facility to be operational by the users in the fall of 2012 for the start of the term. The Architect will need to develop a schedule with dates to ensure the timeline is met. The Architect will also need to meet with CNM to incorporate approval dates and incorporate them into the schedule.

A planning team will be established to assist the architect in programming and developing a facility that meets the requirements. The architect will need to work with this planning group to develop schematic and preliminary designs. The facility will include approximately 10,000 square feet for a Student Services Space and approximately 50,000 square feet of Instructional space to serve the needs of the academic area. The CNM Administration along with a facility master plan committee has been looking at the needs of the campus and have developed a preliminary list of space needs for the campus that will need to be incorporated into this project. This preliminary list will need to be reviewed and evaluated to ensure the spaces can be built within the available budget. The preliminary list of spaces is attached for review. The architect will need to review the space needs and square footage and to develop detail requirements for each space and develop relationship diagrams and program requirements and finalize a program for the facility. This project program will be used to develop the schematic design.

The Architect will also need to review and update the CNM Westside Master Plan and update the storm water and drainage of the site to meet the needs of the City of Albuquerque, Rio Rancho, SSCA FCA, AMAFCA and County of Bernalillo. The drainage will need to be approved by Bernalillo County. The master plan update will need to include the recently acquired 20 acres of land just off Irving.

The facility will need to deal with the following ten issues that have been identified as important to CNM

1. Agility. The focus on student centered spaces. CNM would like to look at generic spaces that can be configured quickly to serve the ever changing needs of CNM.
2. Collaborative Planning. The architect will need to work with diverse group of interested parties who might be affected by construction of new phase II construction. Groups include neighborhood associations, City of Albuquerque, County of Bernalillo, Rio Rancho, and CNM students, staff and faculty.
3. Community Use. CNM would like to take advantage of partnerships with local businesses, community groups, public agencies, and other institutions.
4. Cost Effective Design. The new facility must stay within the available budget established by CNM.
5. **Security** The facility will need to be designed with security in mind.

6. **Campus Facility Plan**. The design will need to adhere to the concepts and ideas noted in the Facilities Master Plan for the Westside Campus.

7. **Student Centered**. The Architect will need to create spaces that can enhance different teaching and learning styles. Spaces will need to be designed for independent learning, group interaction, interdisciplinary team-teaching and hands-on instruction. Student Services spaces will need to be flexible to allow for changes and flexibility.

8. **Sustainable design**. The design of the facility will need to complement the existing use of materials to create a campus image and identity that is sensitive to the landscape and the area. The building must be registered and meet a LEED Silver Certification for new construction.

9. **Technology**. The architect will need to design the facility and spaces to meet the needs of the unprecedented growth in the availability of technology. Issues such as wireless classrooms, laptop access, and digitally stored information will need to be evaluated and designed for.

10. **Universal Design**. The facility will need to abide by the accessibility guidelines of the American with Disabilities Act to create a facility that incorporates universal design concepts such as Areas of Refuge, Unisex restrooms, etc.

The project will include the following:

1. Adequate parking for the facility and the campus.
2. Paving, grading and drainage.
3. Storm water drainage
4. Landscape medians, code blue and site lighting.
5. Walkway connection to the existing pedestrian mall along with landscaping, student gathering areas and seating. Concepts should explore ways to shelter students from the wind.
6. Irrigation and fire protection
7. Fencing along the perimeter of the campus that ties to the existing wrought iron and concrete pillars.
8. Landscaping.
10. Traffic impact
11. Relocation of utilities and infrastructure to accommodate future growth.
12. Telecommunications and data infrastructure
13. Camera security surveillance systems.
14. Student gathering areas

As part of this project The Architect firm shall also provide the following:

1. A overall site survey of the property. The architect will need to review the survey.
2. Cultural Survey will be provided to the architect noting the findings. The work for this project shall include the monitoring of the excavation during construction grading and providing a written report of the findings. The Architect will need to meet and work with the UNM Contract Archaeology to ensure any cultural artifacts are investigated.
3. A traffic Impact Study will be completed as part of the parking lot addition for the campus and will include Phase I and II of the facility to provide requirements by the Governmental Agencies. The Architect is to review the study and incorporate comments into the design. Improvements noted as required by this facility will need to be included in this project.
4. The services of geotechnical engineers, testing laboratories, and other consultants to provide professional evaluations and recommendations pertaining to conditions of the site and existing improvements, including, but not limited to, tests, and surveys required to ascertain and address surface and subsurface conditions, structural integrity or existing structures, the presence of Hazardous Materials and environmental issues. The Architect will be required to obtain these services throughout the project including construction.

5. A complete and accurate master drainage study will be required on this project. The Architect may use the existing drainage study and will be required obtain approval from all regulatory agencies prior to starting design.

6. The architect shall work with the County to determine and calculate impact fees associated with this project if applicable. The intent is the building will be going to State CID for permitting and may not be subject to impact fees.

7. Full construction inspection and certification services as required by the County of Bernalillo and the State CID

8. Provide various campus and community meetings to seek input into the design of the facility.

9. The A/E firm shall perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by architects of good standing with the New Mexico Board for Registration of Architects. Within 15 days of the award of a purchase order, the Architect shall submit for CNM’s approval a schedule for the performance of the Architect’s service, and shall include allowances for periods of time required for the review and approval of submissions to CNM and any other agency having jurisdiction and the orderly progress of the Work. Time limits established by this schedule and approved by CNM shall not be exceeded, except for reasonable cause.

10. The Architect shall provide a full Professional Team: For the performance of the services required by the Agreement. The Architect will employ the services of consulting engineers so as to provide a full professional team as dictated by the disciplines of architectural and engineering design involved in the Work.

11. Review and comply with laws, codes, and regulations applicable to the design incorporating requirements imposed by governmental authorities having jurisdiction over the project such as EPA, SCAFCA, AMAFCA, City of Albuquerque, and County of Bernalillo and Rio Rancho.

12. Consider and advise the Owner of the comparative values of alternative materials, building systems and equipment relative to construction, maintenance, and life cycle costs to achieve a design appropriate for the Owner’s program and suitable for the Project Budget.

13. The building will be required to be registered and meet the USGBC LEED Silver Certification. The registration and commissioning of the project are to be included in this project.

Additional Requirements of the A/E Firm include:

A. Programming Phase
   a. The Architect shall develop a written program to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.
   b. The Architect shall provide a complete project program listing the needs of the Owner, project cost, objectives, conferences, regulatory requirements, and Design Criteria.
   c. The Architect shall provide preliminary evaluation of the Owner’s Scope of Work and Project Schedule, Project site; Budgeted cost of the Work, and available surveys, tests, and reports to ascertain that each is consistent and comparable with the others and the
requirements of the Project. If the Architect detects any inconsistencies or incompatibilities among the documents and information provided by the Owner, the Architect shall promptly recommend reasonable adjustments.

i. The Architect shall investigate existing conditions or existing facilities.

ii. The Architect shall investigate existing facilities and provide a preliminary seismic evaluation of the structures in accordance with Albuquerque City Codes.

iii. The Architect shall comply with CNM requirements for telephone and fiber lines as required by the Computer Information Technologies Department. All Fiber lines and conduit shall be included in this project. The project will also include termination of all lines back to the Computer file server room located in the existing facility.

iv. Obtain and list all design related permits and approvals required by governmental authorities having jurisdiction over the project. (e.g. grading, drainage plans, zoning, right of ways, encroachment)

d. Meet with local governmental agencies to obtain prior approval.

e. Update and get approval on the master drainage plan for the Westside campus

f. The Architect will assist CNM in reviewing the entrance of University Boulevard and McMahon to ensure adequate entry to the campus. At this portion of the work the Architect will be required to submit a draft of the Westside master plan for review.

B. Schematic Design Phase

a. Schematic Drawings and Specifications. Based on the program, project schedule and delivery method, Project site, Budgeted Cost of the Work, and preparatory surveys, test, and consultants’ reports, and any agreed adjustments thereto, the Architect shall prepare schematic drawings for Schematic Plan Submittal.

b. Submit for Approval. The Architect shall submit the schematic design documents for the approval of the Owner. The schematic design document approved by the Owner shall constitute the Approved Project Program which can then only be revised only by written agreement of the Architect and Owner. The Architect shall prepare sufficient alternative approaches to design and construction to satisfy the owners requirements.

c. The Architect shall review alternative approaches to design and construction for the project and the schematic design phase documents as they are being prepared at intervals appropriate for the progress of the project with the Owner and Contractor.

d. The Architect shall furnish the Contractor with copies of the Architect’s documents to assist the Contractor in fulfilling its responsibilities to the Owner. This copy will be included as part of basic services and not reimbursable.

e. The Architect shall provide the Owner and Contractor with a preliminary estimate of construction cost and shall review their estimate against the Contractors estimate for comparison, the Architect will work to reconcile any differences with the two estimates. The Architect will be required to provide a detailed explanation of the differences to the Owner.

f. The Architect shall have a LEED kick off meeting to discuss the project checklist with the consultants and the owner to review possible points and any additional points that will ensure that the project meets LEED silver for major renovation.

g. Prior to the Owner’s approval of the schematic design documents, the Architect shall incorporate such changes as are necessary to satisfy the Owner’s review comments.
C. Preliminary Design Phase
   a. Preliminary Drawings and Specifications. Based upon the schematic Design documents approved by the Owner, and any adjustments authorized by the Owner in the budgeted Cost of the Work, Program Schedule, or delivery method, the Architect shall prepare preliminary drawings, outline specifications, and other documents to fix and describe the size and character of the Project.
   b. The Architect is encouraged to use AutoCad RIVET software to ensure all systems in the building function together.
   c. The Architect shall prepare and distribute conference memoranda, meeting minimum summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the Project within an agreed timeframe by both the Architect and the Owner. The Project name shall be shown on all documents.
   d. Prepare exterior and interior electronic renderings of the design work in a format acceptable to the Owner, for the Owner’s use in explaining the design and/or advertising the project. The Architect shall also provide the Owner with a computer generated rendering of the facility renovations showing three dimensional views.
   e. The Architect shall obtain all design related permits and approvals required by governmental authorities having jurisdiction of the Project.
   f. The Architect shall work with the CNM at Risk to determine any value engineering that will assist the project in meeting its schedule for construction, quality and LEED silver certification.
   g. The Architect shall review its construction cost estimate in comparison to the with the construction cost prepared by the Contractor, and shall reconcile any differences between the two construction cost estimates in coordination with the Contractor.
   h. The Architect shall review the construction schedule with the CM at Risk and the Owner to review ways to keep some portions of the building operational during construction.
   i. The Architect shall review the Design Development Documents as they are being prepared at intervals appropriate to the progress of the project with the Owner and Contractor. The Architect shall furnish copies of the Architect’s documents to assist the Contractor in fulfilling its responsibilities to the Owner. At the completion of the Design Development Phase or such time as the Owner may specify to the Architect, Owner will furnish Architect with a Guaranteed Maximum Price proposal prepared by the Construction Manager based upon the Design Development Documents prepared by the Architect and approved by the Owner. The Architect shall assist the Owner and further advocate the Owner’s interest in Owner’s negotiations with the Construction Manager in an effort to develop a guaranteed maximum price proposal acceptable to Owner.
   j. If Construction Managers Guaranteed Price Proposal exceed the cost furnished to Owner by Architect, Owner may direct the Architect to revise the documents at their own expense so the Guaranteed Maximum Price proposal for constructing the project shall not exceed the Owner’s Construction Cost and any previously approved construction cost estimate.
   k. After the Guaranteed Maximum Price has been accepted, the Architect shall incorporate into the Design Development any revisions which are necessary due to
inaccurate assumptions and clarifications made in the development of the Guaranteed Maximum Price.

I. The Architect shall prepare and distribute conference memoranda, meeting minimum summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the Project within an agreed timeframe by both the Architect and the Owner. The Project name shall be shown on all documents.

m. Prepare exterior electronic renderings of the design work in a format acceptable to the Owner, for the Owner’s use in explaining the design and/or advertising the project. The Architect shall also provide the Owner with a computer generated rendering of the facility showing three dimensional views of the facility.

D. Construction Document Phase

a. Authorization. The Owner’s formal approval of the preliminary drawings and further adjustments in the scope and quality of the project, and outline specifications shall constitute authority for the Architect to proceed with the completion of final plans and specifications.

b. Construction Documents shall conform to the Construction Specifications Institute’s Master Format 2004

c. Final Drawing and Specifications. Based on CNM approved and review by the Construction Manager, preliminary design documents any further adjustments in the scope quality and the Cost of work, the Architect shall prepare Construction documents consisting of final plans and specifications setting forth in detail the requirements for the construction of the Project. The drawings shall incorporate the resolutions of CNM comments and shall be complete as required for the entire project.

d. The Architect shall plan, draw and specify for the entire project so that the construction of the building and related facilities together with its built in permanent fixtures and equipment will not cost no more that the Guaranteed Maximum Price proposal from the Contractor.

e. The Architect shall be responsible for obtaining all design related permits and approvals required by the governmental authorities having jurisdiction over the projects.

f. The Review of the Construction Documents by the Owner shall not relieve the Architect of responsibility for code compliance, design deficiencies, omissions and errors.

g. The Architect shall provide the local Building official having jurisdiction a complete set of Construction Documents to review, meet with the local official, and determine any changes. Approval and signature from the Local Official is required prior to the Construction Contract and Procurement Services.

h. The Architect will be responsible for managing the design to stay within the Guaranteed Maximum Price proposal. The Architect shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with the Owner and Construction Manager.

i. The Architect shall meet with the State Fire Marshall and provide the Fire Marshall with a complete set of the construction documents. The Architect shall provide CNM with the Following

   i. Certificate of compliance
ii. Fire Marshall Inspection Report

j. The Architect shall provide the Construction Manager with copies of the Project documents to assist the Construction Manager in fulfilling its responsibilities to the Owner.

k. The Architect shall advise the Owner and Construction Manager on matters such as construction phasing and scheduling, bid or proposal alternates, liquidated damages, construction time period and other construction issues appropriate for the project.

l. The Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, RFP information, and Conditions of the Contract.

m. The Architect shall secure all testing for the construction project.

D. Bidding Phase

a. In conjunction with the development of the Guaranteed Maximum Price and at other times as appropriate to the project, the Architect shall assist the Construction Manager by receiving and recording requests for bid and request for proposals documents, issuing bid and RFP documents and accounting for Bid and RFP documents issued; receiving and resolving questions about Bid; preparing addenda, issuing addenda, and accounting addenda issued; attending pre-bid and pre-proposal conferences and meetings; and assisting in preparing and awarding multiple contracts for construction.

b. The Architect shall answer inquiries from bidders at Owner’s request and shall prepare and issue any necessary addenda to the bidding documents.

E. Construction Contract Administration

a. The Construction phase shall commence with the acceptance of the Construction Manager’s Guaranteed Maximum Price and issuance of the notice to commence on site work or notice to proceed with construction services and terminate when all the project architect’s services have been satisfactorily performed.

b. The Architect shall perform Construction Contract Administration consistent with the General Conditions of the Contract and in accordance with CNM procurement procedures.

c. The Architect shall assist the Owner in making arrangements for the Pre-construction conference and shall assist in the pre-construction conference and shall distribute copies to all parties.

d. The Architect shall provide engineering certification as required by the State CID.

e. The Architect will be a representative of the Owner during the construction and in this capacity will endeavor to (a) guard the Owner against variances requirements of the Contract Documents by the Contractor, (b) require the Contractor to complete the work within the time specified in the Construction Contract or subsequently extended by the Owner, (c) and guard the Owner against defective work. The Architect will advise and consult with the Owner regarding the performance and progress of the Contractor and regarding solutions to conditions or problems that may arise our the design or construction. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions of the Contract, which may only be modified in writing.
f. Instructions to the Construction Manager shall be communicated through the Architect.

g. The architect shall provide a web cam and FTP site to house all documents and information related to the project. The architect shall provide CNM access to any program to allow CNM to access with the need to purchase.

h. In response to questions from the Contractor or Owner about the Contract Documents, or as the Architect deems appropriate, the Architect shall provide interpretations and clarification of the Contract Documents that are consistent with the intent of and reasonably inferable from the Contract Documents. Interpretations and clarifications shall be in the form of written explanation or directions and/or supplementary details or drawings, whichever is required to complete, explain or make definite and of the provisions of the Drawings and Specification and give them due effect.

i. The Architect shall respond to questions about the Contract Documents in a timely manner consistent with the terms of the Contract Documents.

j. Decisions by the Architect, including interpretations and clarifications of the Drawings, Specification, or other Contract Documents, and directions, or decisions regarding performance of the work, shall be in writing and shall be advisory to the Construction Manager and Owner.

k. Project Record. The Architect shall maintain the Project Record consisting of project related correspondence, memoranda, notes, Statement for Services, and related documents, Application and Certification for Payments and Related Documents, minutes of the meeting, and inspection reports issued or received by the Architect. The Owner shall have access to the Project Record during the Architects normal office hours. If requested to reproduce the project record, or significant portions of it, for the Owner, the Architect will do so as a Reimbursable Expense.

l. Communications: So as to maintain continuity in the Architect’s administration of the Construction Contract and performance of the work by the Contractor, and to facilitate complete documentation of the project record, all communications between the Contractor and the Owner regarding matters of or related to the Contract shall be directed through the Architect with copy furnished to the Owner, unless direct communication is otherwise required to effect legal notifications. Unless otherwise authorized by the Architect, communication by and with the Architects consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

m. Submittal review: The Architect shall review the Contractors submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and approves or takes other appropriate action upon them.

1. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities or to substantiate installation instructions or performance of equipments and systems, all of which shall be the responsibility of the Contractor. However the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review.
2. As provided in the General Conditions of the Contract, the Architect is not authorized to approve any deviations from the requirements of the Contract Documents. Deviations may be authorized only by the Owner through a Change Order.

3. The Architect will review and respond to all submittals with reasonable promptness to avoid delay in the work or in the activities of the Owner, Contractor or separate contractors.

4. Within thirty days after Substantial completion of the Work by the Contractor the Architect will furnish the Owner one complete set of the Contractor’s approved submittals, organized in a logical manner.

5. The Architect may specify any scheduling method or format that the Architect considers to be appropriate for the Project and which is acceptable to the Owner, but the Architect shall also require the Contractor to prepare and update the progress schedule in accordance with the General Conditions of the Contract. The Architect shall promptly deliver a copy of the Contractor’s approved Progress Schedule and Report, and any revisions to it, to CNM.

6. The Architect shall require the Contractor to update the Progress Schedule and Report with each monthly Application for Payment and shall otherwise monitor and keep the Owner appraised of the Contractor’s progress.

n. Inspections: The Architect shall coordinate, schedule and conduct the Scheduled Inspections and conferences defined in the Contract Documents and as are appropriate to the scope of the Work. The Architect shall perform periodic Inspections defined in the Contract Documents. The Architect shall attend Specified Inspections and Tests defined in the Contract Documents when attendance by the Architect is specified or is otherwise appropriate.

1. Definitions. The Architect’s “inspection” means the service performed by the Architect through which the Architect:
   i. Becomes generally familiar with the in-progress and completed Work and the quality of the Work.
   ii. Determines whether the Work is progressing in general accordance with the Contractor’s schedule and is likely to be complete within the Contract Time.
   iii. Visually compares readily accessible elements of the Work to the requirements of the Contract Document to determine, in general, if the contractor’s performance of the Work indicates that the Work will confirm to the requirements of the Contract Documents when completed.
   iv. Endeavor to guard the owner against Defective Work, but does not include making exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of the Defective Work.
   v. Reviews and addresses with the Contractor any problems in implementing the requirements of the Contract Documents and the Contractor may have encountered,
   vi. Keeps the Owner fully informed about the Project
2. Coordination with the Director of Construction Services. When scheduling Scheduled Inspections and Conferences, the Architect shall first contact the Director of the Construction Services by telephone, establish with the Director a mutually acceptable time for the inspection or conference, and confirm the agreed date and time in writing at least seven days prior to the date of the inspection or conference.

3. Frequency. The Architect’s periodic Inspections shall be at intervals appropriate to the stage of the Contractor’s operation and consistent with the size and nature of the Work. But not less than an average of one inspection per week while construction is ongoing. The performance of the requirement may be waived during periods in which weather or other conditions delay progress, or during slow phases of the construction, making weekly inspections unwarranted.

4. Inspection by Registered Professional: Inspections may be performed by a representative of the Architect to whom the Owner has no objection; however, the Architect or a member of the Architect’s staff who is a New Mexico Registered Professional shall perform an average of at least three periodic inspections per month. During construction. This requirement may be waived during periods in which weather or other construction delay progress, or during slow phases of the construction, making inspections during such period unwarranted.

5. Reporting. The Architect shall promptly prepare a complete report of each inspection by the Architect, Architect’s representative, or consulting engineer and promptly furnish a copy of each report to the Owner and Contractor. The Architect shall prepare and distribute an inspection report weekly during construction, for weeks during which inspections are unwarranted, the Architect shall state in the report that no inspection was performed and why.

6. Stopping the Work: The Architect shall notify the Owner of a need to stop work when, in the Architect’s opinion, such stoppage is necessary to avoid defective work.

7. Certification for Payment: The Architect shall review and approve as appropriate the Contractor’s monthly and final Application for Payment and issue Certification for payments for payment in accordance with the General Conditions of the Contract.

8. The Architect shall be required to withhold payment for completed or partially completed work for which compliance with the Contract Documents remain to be determined by Specified Inspections or Final Inspections to be performed by their proper sequence. If payment is being requested on an Application for Payment including the Work in Questions, The Architect will notify the Contractor and the Owner and the amount in question will be transferred into an escrow account in accordance with the New Mexico Retain age Act.


10. The Architect is authorized to make minor changes in the work by written order to the Contractor. Minor changes in the Work are defined as those
which are in the interest of the Owner do not materially alter the quality price, and performance of the finished work. Changes that involve an increase to the contract cost are authorized only by the Owner through a Contract Change Order.

11. The Architect shall prepare details, supplemental drawings, specifications, or other descriptive documents necessary to sufficiently delineate, for Contractor pricing and performance, proposed changes in the Work directed or authorized by the Owner.

12. The Architect (and the Architect’s consultant, when appropriate) will review and evaluate change order proposals and claims for extra work as may be submitted by the Contractor.

13. Using the change modification form, the Architect shall recommend, as applicable, the Contractor’s proposals for acceptance by the Owner. Each recommendation of acceptance will be based upon the Architect’s professional opinion that a proposal is complete, in conformance with the Contract Documents, represents fair and reasonable pricing, and justifies change order action in the case of claims for extra work or does not warrant procurement by competitive bid in the case of added work. Determination of the legality of a change order shall be the responsibility of CNM Purchasing Department and CNM Legal Advisor.

14. The Architect shall prepare Contract Change orders for acceptance and execution by the Contractor and Owner. Construction Change orders shall sufficiently describe the change(s) in Work so that the requirements of the Contract Documents are clearly determinable with reasonable ease.

15. The Extensive preparation of details, supplemental drawings, specification, or other documents to describe a change in the work shall be included in the Architect’s Basic Fee.

16. As-Built Documents: “As Built” Documents shall be prepared and furnished by the Contractor in accordance with the General Conditions of the contract. Prior to preparing bid documents, the Architect shall consult with the owner to determine the Owner’s requirement for “As Built” Documents and shall incorporate them into the Conditions of the Contract, if they differ from those of the General Conditions. The Architect shall administer the “As Built” Documents requirement of the Contracts Documents, periodically verifying the Contractor’s compliance during construction and reviewing the Contractor’s final documents for conformance to Contract Requirements.

17. Upon completion of the project, the Architect shall furnish corrected Auto Cad 2000 drawings and two record drawings in Mylar or vellum format showing significant changes in the Work made during construction based on mark up prints, drawings, and other data furnished by the Contractor to the Architect. For building additions or renovations project, CAD drawings and reproducible drawings must be furnished for the entire floor(s) affected by the work in order for the Owner to maintain a single complete and integrated set of existing condition drawings.
18. The Construction Contract Administration phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

19. Prior to final payment, the Architect shall prepare and deliver to the Owner all record drawings and final report to the Owner.

E. Preliminary Design Phase

a. Preliminary Drawings and Specifications. Based upon the schematic Design documents approved by the Owner, and any adjustments thereto authorized by the Owner in the budgeted Cost of the Work, Program Schedule, or delivery method, the Architect shall prepare preliminary drawings, outline specifications, and other documents to fix and describe the size and character of the Project.

b. The Architect shall submit to CNM a preliminary Estimate of Construction Cost based on the current area, volume and other unit cost to CNM for review. The Architect shall have the discretion of determining the estimating method(s) and detail, but the estimate shall accommodate traceable, supportable information.

c. The Architect shall prepare and distribute conference memoranda, meeting minimum summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the Project within an agreed timeframe by both the Architect and the Owner. The Project name shall be shown on all documents.

d. Prepare exterior electronic renderings of the design work in a format acceptable to the Owner, for the Owner’s use in explaining the design and/or advertising the project. The Architect shall also provide the Owner with a computer generated rendering of the facility showing three dimensional views of the facility.

e. The Architect shall obtain all design related permits and approvals required by governmental authorities having jurisdiction of the Project.

F. Construction Document Phase

a. Authorization. The Owner’s formal approval of the Architect Estimate of the Cost of Work and the preliminary drawings and outline specifications shall constitute authority for the Architect to proceed with the completion of final plans and specifications.

b. Final Drawing and Specifications. Based on CNM approved preliminary design documents any further adjustments in the scope quality and the Cost of work, the Architect shall prepare Construction documents consisting of final plans and specifications setting forth in detail the requirements for the construction of the Project. The drawings shall incorporate the resolutions of the CNM comments and shall be complete and ready for bidding.

c. The Architect shall be responsible, for obtaining all design related permits and approvals required by the governmental authorities having jurisdiction over the projects.

d. The Review of the Construction Documents by the Owner shall not relieve the Architect of responsibility for code compliance, design deficiencies, omissions and errors.

e. The Architect shall provide the local Building official having jurisdiction a complete set of Construction Documents to review, meet with the local official, and determine any changes. Approval and signature from the Local Official is required prior to the Construction Contract and Procurement Services.

f. The Architect shall meet with the Local Fire Marshall and provide the Fire Marshall with a complete set of the construction documents. The Architect shall provide CNM with the Following
   i. Certificate of compliance
   ii. Fire Marshall Inspection Report

D. Bidding Phase
   a. The Architect following the Owner’s approval of the Final Design Phase shall assist the Owner in obtaining bids and in the award and preparation of the Construction Contracts.
   b. The Architect shall furnish and distribute Bid Documents to prospective bidders in accordance with the Advertisement for bids and General Conditions of the Contracts.
      1. Bid Document Deposit: The Architect shall distribute sets of Bid Documents to bidders, upon receipt of a deposit for each set. The amount of the deposit shall be determined by the Owner as prescribed in the Contract Documents.
      2. Distribution and Refund of Deposits. Sets shall be provided to the General Contractor Bidders upon receipt of the deposit and the deposit shall be refunded in full for each set returned in reusable condition within ten days after bid opening. All refunds shall be paid within twenty days after the opening of the bids. Any deposits not refunded will be sent to the purchasing department noting the amount. Building exchanges and similar agencies may be provided Bid Documents without charge.
      3. The Architect shall provide the Owner a certified tabulation showing the number of sets reproduced, disposition, and any payments and deposits received.
   c. Pre-bid Conference. The Architect shall organize and conduct a pre-bid conference for prospective bidders.
   d. The Architect shall attend the bid opening and furnish a suitably detailed sheet for recording the Name of the Bidder, the bidders business number, Bid security, Base Bid, Alternates, and remarks. The Architect shall furnish sufficient tabulation sheets for all in attendance. Immediately after receipt of bids, the Architect shall submit to the Owner a certified tabulation of the all bids, along with a recommendation as to the Contract Awards. The recommendation for award shall be in writing and directed to the Director of Purchasing.
   e. The Architect following the award of the Construction Contract shall prepare and submit to the Owner, four (4) copies of the updated Construction Documents (Plans/Specification). Each copy shall be marked OFFICIAL CONTRACT DOCUMENTS and shall include an executed bid proposal form, Agreement form, Contract Bond, Certificate of Insurance, all addenda, and supplemental Drawings. Two (2) copies shall be retained by the Owner, One Copy shall be for the Contractor, and one copy shall be for the Architect.
   f. Addenda: The Architect shall review and approve, or take appropriate action upon, requests for substitutions submitted in accordance with the procedures in the Instruction to bidders and prepare responses to questions from prospective bidders pertaining to the drawings and specifications, and other contract documents. The Architect shall prepare and distribute in a timely manner addenda to all prospective
bidders identifying approved substitutions and providing clarifications and interpretations of the Contract Documents. All Addenda shall be approved by the purchasing department.

g. The Architect shall participate in the bid opening.

E Construction Contract Administration

o. The Architect shall perform Construction Contract Administration consistent with the General Conditions of the Contract and in accordance with CNM procurement procedures.

p. The Architect shall provide engineering certification as required by the City of Albuquerque.

q. The Architect will be a representative of the Owner during the construction and in this capacity will endeavor to (a) guard the Owner against variances requirements of the Contract Documents by the Contractor, (b) require the Contractor to complete the work within the time specified in the Construction Contract or subsequently extended by the Owner, (c) and guard the Owner against defective work. The Architect will advise and consult with the Owner regarding the performance and progress of the Contractor and regarding solutions to conditions or problems that may arise out the design or construction. The Architect shall have authority to act on behalf of the Owner to the extent provided in the General Conditions of the Contract, which may only be modified in writing.

r. In response to questions from the Contractor or Owner about the Contract Documents, or as the Architect deems appropriate, the Architect shall provide interpretations and clarification of the Contract Documents that are consistent with the intent of and reasonably inferable from the Contract Documents. Interpretations and clarifications shall be in the form of written explanation or directions and/or supplementary details or drawings, whichever is required to complete, explain or make definite and of the provisions of the Drawings and Specification and give them due effect.

s. The Architect shall respond to questions about the Contract Documents in a timely manner consistent with the terms of the Contract Documents.

t. Decisions by the Architect, including interpretations and clarifications of the Drawings, Specification, or other Contract Documents, and directions, or decisions regarding performance of the work, shall be in writing and shall be advisory to the Contractor and Owner.

u. Project Record. The Architect shall maintain the Project Record consisting of project related correspondence, memoranda, notes, Statement for Services, and related documents, Application and Certification for Payments and Related Documents, minutes of the meeting, and inspection reports issued or received by the Architect. The Owner shall have access to the Project Record during the A/E’s normal office hours. If requested to reproduce the project record, or significant portions of it, for the Owner, the Architect will do so as a Reimbursable Expense.

v. Communications: So as to maintain continuity in the Architect’s administration of the Construction Contract and performance of the work by the Contractor, and to facilitate complete documentation of the project record, all communications between the Contractor and the Owner regarding matters of or related to the
Contract shall be directed through the Architect with copy furnished to the Owner, unless direct communication is otherwise required to effect legal notifications. Unless otherwise authorized by the Architect, communication by and with the Architect’s consultants shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with Subcontractors and material suppliers shall be through the Contractor.

w. Submittal review: The Architect shall review the Contractor’s submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and approves or takes other appropriate action upon them.

1. This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities or to substantiate installation instructions or performance of equipments and systems, all of which shall be the responsibility of the Contractor. However the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review.

2. As provided in the General Conditions of the Contract, the Architect is not authorized to approve any deviations from the requirements of the Contract Documents. Deviations may be authorized only by the Owner through a Change Order.

3. The Architect will review and respond to all submittals with reasonable promptness to avoid delay in the work or in the activities of the Owner, Contractor or separate contractors.

4. Within thirty days after Substantial completion of the Work by the Contractor the Architect will furnish the Owner one complete set of the Contractor’s approved submittals, organized in a logical manner.

x. Review of Construction Schedules. The Architect shall review and approve/disapprove the Contractor’s construction schedule, monitor the Contractor’s progress, and consult with the Owner regarding appropriate action to be taken within it is apparent that the Contractor’s progress is jeopardizing Substantial Completions or the Work within the Contract Time.

1. The Architect’s review and approval of the Contractor’s construction schedule shall be only for compliance with the specified format, Contract Time, and suitability for monitoring progress, and such review and approval shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.

2. The Architect may specify any scheduling method or format that the Architect considers to be appropriate for the Project and which is acceptable to the Owner, but the Architect shall also require the Contractor to prepare and update the progress schedule in accordance with the General Conditions of the Contract. The Architect shall promptly deliver a copy of the Contractor’s approved Progress Schedule and Report, and any revisions to it, to CNM.

3. The Architect shall require the Contractor to update the Progress Schedule and Report with each monthly Application for Payment and shall otherwise monitor and keep the Owner appraised of the Contractor’s progress.
4. If, in the Architect’s opinion, the Contractor’s progress falls materially behind the approved construction schedule, the Architect shall consult with the Owner and, with the Owner’s concurrence, issue the Contractor a Notice to Cure the condition.

y. Inspections: The Architect shall coordinate, schedule and conduct the Scheduled Inspections and conferences defined in the Contract Documents and as are appropriate to the scope of the Work. The Architect shall perform periodic Inspections defined in the Contract Documents. The Architect shall attend Specified Inspections and Tests defined in the Contract Documents when attendance by the Architect is specified or is otherwise appropriate.

1. Definitions. The Architect’s “inspection” means the service performed by the Architect through which the Architect:
   i. Becomes generally familiar with the in-progress and completed Work and the quality of the Work.
   ii. Determines whether the Work is progressing in general accordance with the Contractor’s schedule and is likely to be complete within the Contract Time.
   iii. Visually compares readily accessible elements of the Work to the requirements of the Contract Document to determine, in general, if the contractor’s performance of the Work indicates that the Work will confirm to the requirements of the Contract Documents when completed.
   iv. Endeavor to guard the owner against Defective Work, but does not include making exhaustive investigations or examinations of the in-progress or completed portions of the Work to expose the presence of the Defective Work.
   v. Reviews and addresses with the Contractor any problems in implementing the requirements of the Contract Documents and the Contractor may have encountered.
   vi. Keeps the Owner fully informed about the Project

2. Coordination with the Director of Construction Services. When scheduling Scheduled Inspections and Conferences, the A/E shall first contact the Director of the Constructions Services by telephone, establish with the Director a mutually acceptable time for the inspection or conference, and confirm the agreed date and time in writing at least seven days prior to the date of the inspection or conference.

3. Frequency. The Architect’s periodic Inspections shall be at intervals appropriate to the stage of the of the Contractor’s operation and consistent with the size and nature of the Work. But not less than an average of one inspection per week while construction is on-going. The performance of the requirement may be waived during periods in which weather or other conditions delay progress, or during slow phases of the construction, making weekly inspections unwarranted.

4. Inspection by Registered Professional: Inspections may by performed by a representative of the Architect to whom the Owner has no objection; however, the Architect or a member of the Architect’s staff who is a New Mexico Registered Professional shall perform an average of at least three
periodic inspections per month. During construction, this requirement may be waived during periods in which weather or other construction delay progress, or during slow phases of the construction, making inspections during such period unwarranted.

5. Reporting. The Architect shall promptly prepare a complete report of each inspection by the Architect, Architect’s representative, or consulting engineer and promptly furnish a copy of each report to the Owner and Contractor. The Architect shall prepare and distribute an inspection report weekly during construction, for weeks during which inspections are unwarranted, the Architect shall state in the report that no inspection was performed and why.

6. Notification of Deficiencies: The Architect shall promptly notify the Contractor and Owner in writing of any Defective Work, inadequate progress that may jeopardize timely completion of the project, or other departures from the requirements of the Contract Documents observed by the Architect.

7. Stopping the Work: The Architect shall notify the Owner of a need to stop work when, in the Architect’s opinion, such stoppage is necessary to avoid defective work.

8. Certification for Payment: The Architect shall review and approve as appropriate the Contractor’s monthly and final Application for Payment and issue Certification for payment in accordance with the General Conditions of the Contract.

9. The Architect shall be required to withhold payment for completed or partially completed Work for which compliance with the Contract Documents remain to be determined by Specified Inspections or Final Inspections to be performed by their proper sequence. If payment is being requested on an Application for Payment including the Work in Questions, the Architect will notify the Contractor and the Owner and the amount in question will be transferred into an escrow account in accordance with the New Mexico Retention Act.


11. The Architect is authorized to make minor changes in the work by written order to the Contractor. Minor changes in the Work are defined as those which are in the interest of the Owner do not materially alter the quality, price, and performance of the finished work. Changes that involve an increase to the contract cost are authorized only by the Owner through a Contract Change Order.

12. The Architect shall prepare details, supplemental drawings, specifications, or other descriptive documents necessary to sufficiently delineate, for Contractor pricing and performance, proposed changes in the Work directed or authorized by the Owner.

13. The Architect (and the Architect’s consultant, when appropriate) will review and evaluate change order proposals and claims for extra work as may be submitted by the Contractor.
14. Using the change modification form, the Architect shall recommend, as applicable, the Contractor’s proposals for acceptance by the Owner. Each recommendation of acceptance will be based upon the Architect’s professional opinion that a proposal is complete, in conformance with the Contract Documents, represents fair and reasonable pricing, and justifies change order action in the case of claims for extra work or does not warrant procurement by competitive bid in the case of added work. Determination of the legality of a change order shall be the responsibility of CNM Purchasing Department and CNM legal Advisor.

15. The Architect shall prepare Contract Change orders for acceptance and execution by the Contractor and Owner. Construction Change orders shall sufficiently describe the change(s) in Work so that the requirements of the Contract Documents are clearly determinable with reasonable ease.

16. The Extensive preparation of details, supplemental drawings, specification, or other documents to describe a change in the work shall be included in the Architect’s Basic Fee.

17. As-Built Documents: “As Built” Documents shall be prepared and furnished by the Contractor in accordance with the General Conditions of the contract. Prior to preparing bid documents, the Architect shall consult with the owner to determine the Owner’s requirement for “As Built” Documents and shall incorporate them into the Conditions of the Contract, if they differ from those of the General Conditions, The Architect shall administer the “As Built” Documents requirement of the Contracts Documents, periodically verifying the Contractor’s compliance during construction and reviewing the Contractor’s final documents for conformance to Contract Requirements.

18. Upon completion of the project, the Architect shall furnish corrected AutoCad 2000 drawings and two record drawings in Mylar or vellum format showing significant changes in the Work made during construction based on mark up prints, drawings, and other data furnished by the Contractor to the Architect. For building additions or renovations project, CAD drawings and reproducible drawings must be furnished for the entire floor(s) affected by the work in order for the Owner to maintain a single complete and integrated set of existing condition drawings.

19. The Construction Contract Administration phase shall terminate upon expiration of the Warranty period or settlement of all Warranty claims, whichever occurs last.

20. Prior to final payment, the Architect shall prepare and deliver to the Owner all record drawings and final report to the Owner.

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**BASIC SERVICES**

As part of this project The Architect shall be required to perform/provide in addition to requirements in the **scope of work**, but not limited to the following services:

3.1

A. The Architect acknowledges the importance of creating and implementing a quality assurance plan on this Project. Architect agrees to develop and present to the Owner a quality assurance plan for the design of the Project, for Owner’s review and approval, prior to starting work on the Project.

B. An overall survey of existing facilities will be provided to the Architect by CNM. The architect will need to review the survey.

C. The Architect to provide a drainage study of the proposed site. The Architect will be required to modify and update the drainage study and obtain approval from all necessary regulatory agencies prior to starting the design phases.

D. The architect shall work with City of Albuquerque or any other governmental entity to determine and calculate impact fees associated with this project.

E. Provide various campus and community meetings to seek input into the design of the facility.
F. Review and comply with laws, codes, and regulations applicable to the design incorporating requirements imposed by governmental authorities having jurisdiction over the project such as, but not limited to, EPA, A M A F C A, and City of Albuquerque.

G. Consider and advise the Owner of the comparative values of alternative materials, building systems and equipment relative to construction, maintenance, and life cycle costs to achieve a design appropriate for the Owner’s program and suitable for the Project Budget.

H. Provide a complete and accurate survey of the building, giving grades and lines of street pavements, and adjoining properties, the rights, restrictions, easements, boundaries, and contours of the building site, existing utilities, and full information as to sewer, water, gas, and electrical services: and legal description of the property.

I. Obtain necessary construction permits and ingress/egress permits.

J. Provide complete Construction Inspections/Site Observations required for the Project and reporting and certification services as required by any governmental entity or code administration authority, including but not limited to the City of Albuquerque, State Highway Department, City of Albuquerque, County of Bernalillo, Federal Environmental Protection Agency (EPA), State of New Mexico Environmental Department and S.S.C.A.F.C.A.

K. Perform the services expeditiously as is consistent with the professional skill and care which is ordinarily applied by Architects of good standing with the New Mexico Board for Registration for Architects.

L. Within 15 days of the award of a purchase order incorporating this Agreement, submit for CNM’s approval a schedule for the performance of the Architect’s services, and shall include allowances for periods of time required for the review and approval of submissions to CNM and any other agency having jurisdiction and the orderly progress of the Project. Time limits established by this schedule as approved by CNM shall not be exceeded, except for reasonable cause.

M. Architect shall employ the services of consulting architects, engineers, surveyors, etc. so as to provide such professional services required by the Agreement. Such services include civil engineering, structural engineering, traffic engineering, landscape architecture, surveyor, electrical engineering and mechanical engineering.

N. Provide the Owner with use and rights to all electronic documents during all phases of the Project.

O. Prepare a set of drawings updated to reflect actual construction known as record drawings and deliver, to Owner, a set of Record Documents drawings and electronic documents file in AutoCAD.

P. Architect shall work cooperatively and in partnership with any and all other contractors engaged to work on the Project including, but not limited to, the general construction contractor serving as a CM at Risk and any construction observation contractor.

Q. Design the building using the LEED rating system. The architect will work with CNM to determine the best practices to reach LEED Silver rating. Fundamental LEED Commissioning will be included in this project and be considered part of Basic Services. The architect shall design the Project, to meet LEED Silver requirements so that the building will be certified as LEED Silver. CNM reserves the right to require enhanced LEED commissioning.

R. Architect shall attend and participate in two all day charrettes with respect to the Project.

S. Design of Data Fiber and Telephone.

T. Architect shall employ the services of specialized consultant including but not limited to a bookstore consultant.

U. **Architect acknowledges that this project is intended to be contracted using the Construction Manager at Risk method. The Architect and staff may be required to serve on the evaluation committee for the RFP for the CMAR contractor in addition to evaluation of bids and all other requirement of the Architect under the CM at Risk contract.**
The Owner shall have use and rights to all electronic documents during all phases of the work.

Basic Services

3.1.1 As an additional part of Basic Services for the project The Architect shall be required to perform/provide, but not limited to the following services for all three phases

BASIC SERVICES - Design Phase

I. The Architect shall provide Programming Phase services which include in addition to requirements in the scope of work, but are not limited to the following:

A. The Architect shall develop a written program to ascertain the requirements of the Project and shall review the understanding of such requirements with the Owner.

B. The Architect shall provide a complete Project Program listing the needs of the Owner, project cost, objectives, conferences, regulatory requirements, and Design Criteria.

C. The Architect shall provide preliminary evaluation of the Owner’s Scope of Work and project schedule, project site, budgeted cost of the Project, and available surveys, tests, and reports to ascertain that each is consistent and comparable with the others and the requirements of the Project. If the Architect detects any inconsistencies or incompatibilities among the documents and information provided by the Owner, the Architect shall promptly recommend reasonable adjustments.

D. The Architect shall investigate existing conditions or existing facilities.

E. The Architect shall comply with CNM requirements for telephone and fiber lines as required by the Computer Information Technologies Department. The project will also include termination of all lines back to the Computer file server room located in the existing facility.

F. Obtain and list all design related permits and approvals required by governmental authorities having jurisdiction over the Project (e.g. grading, drainage plans, zoning, right of ways, encroachment).

G. Meet with all governmental agencies and utility providers to obtain prior approval.

II. The Architect shall provide Schematic Design Phase services which include in addition to requirements in the scope of work, but are not limited to the following:

A. Schematic Drawings and Outline Specifications. Based on the Owner approved program, project schedule and delivery method, project site, budgeted cost of the work, and preparatory surveys, tests, and contractors’ reports, and any agreed adjustments thereto, the Architect shall prepare schematic drawings for schematic plan submittal.

B. Submit for Approval. The Architect shall submit the schematic design documents for the approval of the Owner. The schematic design document approved by the Owner shall constitute the approved Project Program which can then be revised only by written agreement of the Architect and Owner.

C. The Architect shall provide the Owner with a preliminary Estimate of Probable Construction Cost prior to beginning the Design Development Phase.

III. The Architect shall provide Design Development Phase services which include in addition to requirements in the scope of work, but are not limited to the following:
A. **Drawings and Outline Specifications.** Based upon the Schematic Design documents approved by the Owner, and any adjustments authorized by the Owner in the budgeted cost of the Project, Program Schedule, or delivery method, the Architect shall prepare drawings, outline specifications, and other documents to fix and describe the size and character of the Project.

B. The Architect shall submit to CNM a preliminary Estimate of Probable Construction Cost based on the current area, volume and other unit cost to CNM for review. The estimating method(s) and detail to be performed by the Architect shall require the prior review and approval of CNM and must present and provide traceable, supportable information and data.

C. The Architect shall prepare and distribute, within two (2) days of the occurrence, conference memoranda, meeting minimum summaries of telephone conversations, documentation of site visits and inspection reports as required to maintain a comprehensive record of the Project. The Project name shall be shown on all documents.

D. Prepare exterior electronic renderings of the design work, including two (2) color renderings, in a format acceptable to the Owner, for the Owner’s use in explaining the design and/or advertising the Project.

E. The Architect shall obtain all design related permits and approvals required by governmental authorities having jurisdiction of the Project.

**IV. The Architect shall provide Construction Document Phase services which include in addition to requirements in the scope of work, but are not limited to the following:**

A. Authorization. The Owner’s written approval of the Architect’s Estimate of Probable Construction Cost and the Design Development drawings and outline specifications shall constitute authority for the Architect to proceed with the completion of Bidding Documents.

B. Bidding Documents. Based on CNM approved design documents and any further adjustments in the scope, quality and the cost of work of the Project, the Architect shall prepare Bidding Documents consisting of final drawings and specifications setting forth in detail the requirements for the construction of the Project, provide specifications in Masterformat 2004. The Bidding documents shall incorporate the resolutions of CNM comments and shall be complete and ready for bidding. Any adjustments in the scope shall require the Architect to update/revise the previously reviewed and approved Estimate of Probable Construction Cost for CNM’s final review and approval.

C. The review of the construction documents by the Owner shall not relieve the Architect of responsibility for code compliance, design deficiencies, omissions and errors.

D. The Architect shall provide all local, State and Federal building officials having jurisdiction a complete set of construction documents to review, meet with the building officials, and determine any changes. Approval and signature from the officials is required prior to initiating the Bidding Phase.

E. The Architect shall determine what code authority, fire marshal, or other department has jurisdiction over this project, and shall meet with the fire marshal or code authority having jurisdiction over this project and provide that person or entity with a complete set of construction drawings. A Architect shall ensure that the fire protection plan for the project meets the applicable fire code, and at the end of construction shall provide CNM with a Certificate of Compliance, the fire marshal’s inspection report, and any other documentation necessary to ensure that the project meets all applicable fire regulations.

F. The Architect shall submit to CNM a revised Estimate of Probable Construction Cost based on the current area, volume and other unit cost to CNM for review. The estimating method(s) and detail to be performed by the Architect shall require the prior review and approval of CNM and must present and provide traceable, supportable information and data.
V. **The Architect shall provide Bidding Phase services which include in addition to requirements in the scope of work, but are not limited to the following:**

A. The Architect shall follow the Owner’s approval of the Construction Document Phase, and obtain all required local, State and Federal design and construction review approvals, assist the CMAR Owner in developing Bid Documents and obtaining bids and in the award and preparation of the Construction Contracts.

B. The Architect may furnish and distribute Bid Documents to prospective bidders in accordance with CNM’s Purchasing Department procurement rules, regulations and direction utilizing the CM at Risk Method.

VI. **The Architect shall provide Construction Administration Phase services which include in addition to requirements in the scope of work, but are not limited to the following:**

A. The Architect shall perform construction contract administration consistent with the General Conditions of the Construction Contract and in accordance with CNM procurement procedures. The Architect’s construction contract administration duties shall commence when the contract between CNM and the selected contractor is fully executed and shall continue through final completion of the Project.

B. The Architect will be a representative of the Owner during the construction and in this capacity will endeavor to (a) guard the Owner against variances from the Contract Documents by the Contractor, (b) encourage and direct within the Architect authority, the Contractor to complete the construction of the Project within the time specified in the Construction Contract or subsequently extended by the Owner, but Contractor shall be responsible for means and methods for completing the Project, (c) and guard the Owner against defective work. The Architect will advise and consult with the Owner regarding the performance and progress of the Contractor and regarding solutions to conditions or problems that may arise due to the design or construction. The Architect shall serve as an advisor to CNM and shall have limited authority to act on behalf of the Owner to the extent provided in the General Conditions of the Contract, which may only be modified in writing.

C. In response to questions from the Contractor or Owner about the Contract Documents, or as are required for the performance of construction services, the Architect shall provide interpretations and clarification of the Contract Documents that are consistent with the intent of and reasonably inferable from the Contract Documents. Interpretations and clarifications shall be in the form of written explanation or directions and/or supplementary details or drawings, whichever is required to complete, explain or make definite and of the provisions of the Drawings and Specifications and give them due effect, subject to the prior review and written approval of CNM.

D. The Architect shall respond to questions about the Contract Documents in a timely manner consistent with the terms of the Contract Documents.

E. Interpretations and clarifications of the Drawings, Specifications, or other Contract Documents, and directions, or decisions regarding performance of the construction work, shall be in writing and shall be advisory to the Contractor and Owner, and are subject to the review and prior written approval of CNM.

F. Project Record. The Architect shall maintain the Project Record consisting of project related correspondence, memoranda, notes, Statement for Services, and related documents, Application and Certification for Payments and related documents, minutes of the meeting, and inspection reports issued or received by the Architect. The Owner shall have access to the Project Record during the
A. Architect's normal office hours. If requested to reproduce the Project Record, or significant portions of it, for the Owner, the Architect will do so.

G. Communications. So as to maintain continuity in the Architect's administration of the Construction Contract and performance of the construction work by the Contractor, and to facilitate complete documentation of the Project Record, all communications between the Contractor and the Owner regarding matters of or related to the Construction Contract shall be directed through the Architect with copy furnished to the Owner, unless direct communication is otherwise required to effect legal notifications. Unless otherwise authorized by the Architect, communication by and with the Architect's contractors shall be through the Architect. Unless otherwise authorized by the Contractor, communications by and with subcontractors and material suppliers shall be through the Contractor.

H. Submittal review. The Architect shall review the Contractor's submittals for conformance with requirements of, and the design concept expressed in, the Contract Documents and approve or take other appropriate action upon them.

(i). This review is not intended to verify the accuracy and completeness of details such as dimensions and quantities or to substantiate installation instructions or performance of equipments and systems, all of which shall be the responsibility of the Contractor. However, the Architect shall advise the Contractor of any errors or omissions which the Architect may detect during this review.

(ii). The Architect shall provide administration of the Construction Contract as provided for in the Terms and Conditions of the Construction Contract. The Architect is not authorized to approve any deviations from the requirements of the Contract Documents. Deviations may be authorized only by the Owner through an approved written Change Order authorized by the Owner's Purchasing Department.

(iii). The Architect will review and respond to all submittals with reasonable promptness to avoid delay in the Project or in the activities of the Owner, Contractor or separate contractors.

(iv). Within thirty days after Substantial Completion by the Contractor, the Architect will furnish the Owner one complete set of the Contractor's approved submittals, organized in a logical manner.

I. Review of Construction Schedules. The Architect shall review and approve/disapprove the Contractor's construction schedule, monitor the Contractor's progress, and consult with the Owner regarding appropriate action to be taken when it is apparent that the Contractor's progress is jeopardizing Substantial Completion within the Construction Contract Time Schedule.

(i). The Architect's review and approval of the Contractor's construction schedule shall be only for compliance with the specified format, Construction Contract Time Schedule, and suitability for monitoring progress, and such review and approval shall not be construed as a representation that the Architect has analyzed the schedule to form opinions of sequences or durations of time represented in the schedule.

(ii). The Architect may specify any scheduling method or format that the Architect considers to be appropriate for the Project and which is acceptable to the Owner, but the Architect shall also require the Contractor to prepare and update the progress schedule in accordance with the General Conditions of the Contract. The Architect shall promptly deliver a copy of the Contractor's approved Progress Schedule and Report, and any revisions to it, to CNM.

(iii). The Architect shall require the Contractor to update the Progress Schedule and Report with each monthly Application for Payment and shall otherwise monitor and keep the Owner appraised of the Contractor's progress.

(iv). If, in the Architect's opinion, the Contractor's progress falls materially behind the approved construction schedule, the Architect shall consult with the Owner and, with the Owner's concurrence, issue the Contractor a Notice to Cure the condition.
J. Inspections/Site Observations. The Architect shall coordinate, schedule and conduct the scheduled inspections and conferences defined in the Contract Documents and as are appropriate to the scope of the Project and as required by all regulatory bodies. The Architect shall perform periodic Inspections defined in the Contract Documents. The Architect shall attend specified inspections and tests defined in the Contract Documents when attendance by the Architect is specified or is otherwise appropriate. The Architect’s “Inspection” means the service performed by the Architect through which the Architect:

(i). Becomes generally familiar with the in-progress and completed Project and the quality of the work on the Project.
(ii). Determines whether the construction work is progressing in general accordance with the Contractor’s schedule and is likely to be complete within the Construction Contract Time Schedule.
(iii). Visually compares readily accessible elements of the construction work to the requirements of the Contract Document to determine, in general, if the Contractor’s performance of the construction work indicates that the construction work will confirm to the requirements of the Contract Documents when completed.
(iv). Endeavors to guard the owner against defective work, but does not include making exhaustive investigations or examinations of the in-progress or completed portions of the Project to expose the presence of the Defective Work.
(v). Reviews and addresses with the Contractor any problems in implementing the requirements of the Contract Documents that the Contractor may have encountered.
(vi). Keeps the Owner fully informed about the Project.
(vii) Such “Inspections/Site Observations” shall commence when the contractor for when work begins on the Project. Architect and Owner will establish a reasonable period of time for construction. The Architect will handle contract administration from the time the Contractor commences work through the issuance of the Certificate of Substantial Completion of the entire Project.

K. Coordination with the Facilities Representative. When scheduling scheduled inspections and conferences, the Architect shall first contact the Facilities Representative by telephone, establish with the Facilities Representative a mutually acceptable time for the inspection or conference, and confirm the agreed date and time in writing at least seven (7) days prior to the date of the inspection or conference.

L. Inspection by Registered Professional: Inspections may be performed by a representative of the Architect to whom the Owner has no objection; however, the Architect or a member of the Architect’s staff who is a New Mexico Registered Professional Architect shall perform inspections at least once per week and as frequently as needed or as directed by the Owner during construction. This requirement may be waived by the Owner in writing during periods in which weather or other construction delay progress, or during slow phases of the construction, making inspections during such period unwarranted.

M. Reporting. The Architect shall promptly prepare a complete report of each inspection by the Architect, Architect’s representative, or consulting engineer and promptly furnish a copy of each report to the Owner and Contractor. The Architect shall prepare and distribute an inspection report weekly during the construction period.

N. Notification of Deficiencies: The Architect shall promptly notify the Contractor and Owner in writing of any Defective Work, inadequate progress that may jeopardize timely completion of the Project, or other departures from the requirements of the Contract Documents observed by the Architect.

O. Stopping the Work: The Architect shall notify the Owner of a need to stop work when, in the Architect’s opinion, such stoppage is necessary to avoid Defective Work.
P. Certification for Payment: The Architect shall review and approve as appropriate the Contractor’s monthly and final Applications for Payment and issue certifications for payments in accordance with the General Conditions of the Construction Contract. The Architect shall be required to withhold certification for payment for completed or partially completed construction work for which compliance with the Construction Contract Documents remain to be determined by Specified Inspections or Final Inspections to be performed by their proper sequence. If payment is being requested on an Application for Payment including such construction work in question, the Architect will notify the Contractor and the Owner and the amount in question will be transferred into an escrow account in accordance with the New Mexico Prompt Payment Act.


(i). The Architect is authorized to make minor changes in the construction work by written order to the Contractor. Minor changes in the construction work are defined as those which are in the interest of the Owner and do not alter the quality, price, and performance of the finished work. Changes that involve an increase or decrease to the contract cost shall only be authorized by the Owner through an approved written Contract Change Order/Modification Change Request approved by the Owner’s Purchasing Department.

(ii). The Architect shall prepare details, supplemental drawings, specifications, or other descriptive documents necessary to sufficiently delineate, for Contractor pricing and performance, proposed changes in the construction work directed or authorized by the Owner. If the proposed change is initiated by the Owner, or result from field conditions, the services of the Architect shall be considered to fall within the description of “Special Services”. If the proposed change results from Architect’s oversight, Architect’s services shall constitute part of Basic Services, at the Architect’s own expense.

(iii). The Architect (and the Architect’s contractor, when appropriate) will review and evaluate change order proposals and claims for extra work as may be submitted by the Contractor.

(iv). Using the Change Order/Modification Change Request form, the Architect shall recommend the Contractor’s proposals for acceptance or rejection by the Owner. Each recommendation of acceptance will be based upon the Architect’s professional opinion that a proposal is complete, in conformance with the Contract Documents, represents fair and reasonable pricing, and justifies change order action. The authorization to approve a change order shall be performed solely through review and approval proscribed in the Construction Contract and communicated to all interested parties through the issuance of a formal written Change Order approved and distributed by CNM’s Purchasing Department.

(v). The Architect shall prepare construction Change Orders for acceptance and execution by the Contractor and Owner. Construction Change Orders shall sufficiently describe the change(s) in the construction work so that the requirements of the Contract Documents are clearly determinable with reasonable ease. The preparation of details, supplemental drawings, specification, or other documents to describe a change in the work shall be included in Basic Services. If the proposed change is initiated by the Owner or results from field conditions, the Architect shall be compensated in accordance with negotiated rates. If the proposed change results from Architect’s oversight, Architect’s services shall constitute part of Basic Services, at the Architect’s own expense.

R. Record Documents: Record Documents shall be prepared and furnished by the Contractor in accordance with the General Conditions of the Construction Contract. Prior to preparing bid documents, The Architect shall consult with the Owner to determine the Owner’s requirement for Record Documents and shall incorporate them into the Conditions of the Bid Document. Construction Documents. If they differ from those of the General Conditions, The Architect shall
administer the Record Documents requirement of the Contract Documents, periodically verifying the Contractor’s compliance during construction and reviewing the Contractor’s final documents for conformance Contract Documents.

S. Architect shall issue Certificate of Substantial Completion when all work called for by the drawings and specifications Construction Documents has been substantially completed and the Project can be occupied by CNM. Architect shall review for compliance with the Contract Documents the warranties, guarantees, Record Documents and other closeout items required by the Contract Documents to be delivered by the Contractor(s) as a condition to final payment to the Contractor(s). The Construction Administration Phase shall terminate upon Substantial Completion of the Project.

T. Prior to final payment, the Architect shall prepare and deliver to the Owner all record drawings and final report to the Owner.

VII. **The Architect shall provide Final Completion Phase services which include in addition to requirements in the scope of work, but are not limited to the following:**

A. Architect shall prepare a punch list for final completion, establish a market value of the punch list items, conduct site visits/observations to determine the estimated date of final completion, receive and forward to CNM any written warranties and related documents required by the Contract Documents and assembled by the Contractor.

B. Within sixty (60) days after final completion of the Project, the Architect shall furnish CNM, at no additional cost, one reproducible copy of the final record drawings and specifications incorporating all changes, and one complete electronic documents file in AutoCADD release 2000 or later. These copies shall be of the final working drawings. Revisions and changes shall be annotated and cross-referenced. Each sheet shall be prominently noted "Record Drawings".

C. Architect shall make an inspection of the Project prior to expiration of the warranty or guaranty period and report observed discrepancies under the warranties or guarantees provided by the Contract Documents. Architect shall provide final inspection at the end of one-year warranty.

D. Architect shall provide support and analysis as needed by CNM with respect to any warranty or guaranty claims.

E. The Final Completion Phase shall terminate upon the last to occur of: expiration of the last to expire one-year warranty period, completion of all punch list items, or settlement of all warranty or guaranty claims, whichever occurs last.

**SPECIAL SERVICES**

A. CNM has the right to require, and Architect agrees to perform, services related to the Project other than those services identified as Basic Services.

B. For services required by CNM, other than those identified as Basic Services, Architect shall be required to submit a detailed written proposal for performing the Special Services and a “not to exceed” fee proposal for such Special Services to CNM for its review and written approval, incorporating a declaration as to the suitability of performing work. The “not to exceed” fee proposal shall be broken down into specific hours and shall identify all subcontractor costs to perform the services and accomplish the work. CNM’s approval of such proposal shall be in writing and communicated through the issuance of an approved purchase order revision issued through CNM’s Purchasing Department. No payment for Special Services and no reimbursement for reimbursables in connection with such Special Services shall be made except for such Special Services performed in accordance with CNM’s advance written approval.
C. Architect shall provide interior design services associated with the design specifications, selection, and installation of the fixtures, furniture, and equipment for the Project.

D. The Architect may be required to provide a complete and accurate traffic impact study noting the impact of traffic in surrounding areas. The study should note and list potential offsite traffic improvements.

ARTICLE FOUR

CONSTRUCTION COST

4.0 Evaluations of the Owner’s MACC, Statements of Probable Construction Cost, and detailed estimates of construction costs prepared by the Architect represent the Architect’s best judgment as a professional familiar with the construction industry. It is recognized, that the Architect does not have control over the cost of labor, materials, equipment: over the Contractor’s methods of determining BID/RFP or other method of procuring the construction under New Mexico State Procurement Code; over the Contractor’s method of determining their price offered, market, or negotiating conditions.

4.1 The MACC is established, as a condition for this Agreement, as a fixed price of all construction on the project, including but not limited to on-site construction, off-site construction, utilities, the building, furniture, fixtures, and parking lot(s), for design and bidding/RFP purposes. The MACC for this project_________________________. The Architect shall determine, with Owner approval, what materials, equipment, component systems, and types of construction are to be included in the Construction documents to bring the cost within the MACC. With the written consent of the Owner, which consent shall not be unreasonably withheld, the Architect may also include additive alternate and additive deduct bids to adjust the construction to a fixed limit.

ARTICLE FIVE

SPECIAL SERVICES

A. CNM has the right to require, and the Architect agrees to perform, services related to the Project other than those services identified as Basic Services. Special Services shall be compensated per Exhibit B, Section II, of the Agreement.

B. For services required by CNM, other than those identified as Basic Services, Architect shall be required to submit a detailed written proposal for performing the Special Services and a “not to exceed” fee proposal for such Special Services to CNM for its review and written approval, incorporating a declaration as to the suitability of performing work. The “not to exceed” fee proposal shall be broken down into specific hours and shall identify all subcontractor costs to perform the services and accomplish the work. CNM’s approval of such proposal shall be in writing and communicated through the issuance of an approved purchase order revision issued through CNM’s Purchasing Department. No payment for Special Services and no reimbursement for reimbursables in connection with such Special Services shall be made except for such Special Services performed in accordance with CNM’s advance written approval.

C. Architect shall provide interior design services associated with the design specifications, selection, and installation of the fixtures, furniture, and equipment for the Project.

D. Provide a complete and accurate traffic impact study noting the impact of traffic in surrounding areas. The study should note and list potential offsite traffic improvements.

ARTICLE SIX

REIMBURSABLE EXPENSES
REIMBURSABLE EXPENSES

6.0 Reimbursable Expenses. Reimbursable expenses of Architect shall include the following items when approved in writing and in advance by CNM: (1) transportation and subsistence of principals and employees on special trips at least fifty (50) miles one-way beyond the boundaries of the CNM District which are related to the Project, to be paid at the prevailing rate of travel reimbursement being paid by CNM; (2) cost of reproduction of plans, drawings and specifications required for bidding documents [Note: all progress sets for review by CNM are part of Architect’s Basic Services and are not reimbursable.]; (3) reasonable plan checks/review fees charged by appropriate governmental authority(s); (4) the services of geotechnical engineers, testing laboratories, and other subcontractors (not employees of Architect) to provide professional evaluations, recommendations and services pertaining to conditions of the site and existing improvements, including, but not limited to, tests, and surveys required to ascertain and address surface and subsurface conditions, structural integrity of existing structures, the presence of Hazardous Materials and environmental issues; (5) land surveys for property boundaries, topographical data, legal description, etc. (6) special inspections or testing, (7) specialized consulting including but not limited to the bookstore design, (8) reimbursable services associated with LEEDS enhance commissioning if requested, (9) meals for charettes subject to prior approval by CNM.

6.1 Payment of reimbursable expenses to Architect shall be paid by CNM at Architect’s actual direct cost, up to a maximum amount agreed to by CNM. All requests for reimbursement of expenses shall be accompanied by copies of original invoices.

6.2 For all expenses incurred under this “Reimbursable Expenses” portion of the Architectural Agreement, CNM may require Architect to obtain three quotes when practicable and reasonable. Expenses incurred under this section may be obtained by competitive bids. CNM reserves the right to accept, reject, or modify any of the reimbursable quotes or bids. CNM reserves the right to use any of the quotes or bids submitted for any particular reimbursable expense. CNM may require the Architect to obtain three quotes for any testing performed on the Project under this “Reimbursable Expenses” section.

ARTICLE SEVEN

TERM

7.0 The term of this Agreement begins immediately upon delivery to Architect of a CNM purchase order incorporating this Agreement and extends through the end of the last Final Completion Phase as described above.

ARTICLE EIGHT

EMPLOYMENT OF CONSULTANTS

8.0 Architect agrees to employ competent and New Mexico licensed and registered structural, mechanical, electrical, civil, landscape, interior designer, surveyor, or cost estimating consultants not otherwise employed by CNM for the Project, as might be necessary for the proper design and construction of the Project. Architect shall furnish to CNM a list of these consultants for prior approval before engaging them for the Project. Architect represents that services performed by the design professionals under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under the same or
similar conditions. Architect represents that the performance of any consultant assigned by Architect to work on the Project shall be in accordance with sound professional standards, and the requirements of this Agreement.

**ARTICLE NINE**

**PROFESSIONAL LIABILITY INSURANCE**

9.0 At its own expense, Architect shall procure and maintain during the life of this Agreement professional liability insurance in an amount not less than One Million Dollars ($1,000,000) for each claim and in the aggregate. Insurance coverage shall not be canceled or materially changed except after thirty (30) days written notice has been provided to CNM. Architect shall furnish CNM copies of certificates of insurance showing the coverage, limits of liability, covered operations, effective dates and dates of expiration of policies of insurance carried by Architect.

**ARTICLE TEN**

**INDEMNIFICATION AND INSURANCE**

10.0 Architect shall indemnify, defend and hold harmless CNM, its officers and employees against all liability, claims, damages, losses or expenses (including attorney's fees) arising out of bodily injury to persons or damage to property caused by, or resulting from, Architect's and/or its employees' acts or omissions. This hold-harmless and indemnification clause is subject to the immunities, provisions and limitations of the New Mexico Tort Claims Act (Sections 41-4-1 et seq. N.M.S.A. 1972) and Section 56-7-1, N.M.S.A. 1978 and any amendments thereto.

10.1 Architect shall comply with all requirements of Exhibit C, Insurance Requirements, hereto.

**ARTICLE ELEVEN**

**ASSIGNMENT AND SUCCESSORS**

11.0 Architect agrees not to sublet, sell or assign neither this Agreement nor any portion of the Work included herein, and not to enter into a partnership for the performance of the services and work contemplated by this Agreement with any person or persons without the prior written permission of CNM. Any approved successors or assignees shall be bound to and by the same terms and conditions as Architect, and shall accept in writing the delegation of Architect's duties and responsibilities under this Agreement. Architect remains responsible for completion of the Project and warranties. Architect remains responsible for design integrity.

**ARTICLE TWELVE**

**TIMELINESS OF PERFORMANCE**

12.0 Architect shall perform its duties and services under this Agreement with all reasonable diligence and continuous effort, and shall not delay this Work in order to perform under contracts entered into after this Agreement.

12.1 Architect shall continue to perform the Work under this Agreement through all disputes, with the Owner and/or the Contractor, including but not limited to payment disputes and disputes regarding the scope of the Architect's obligations under the Agreement.

12.2 Timeline: It is anticipated the Project will commence during the spring term of 2008.

**ARTICLE THIRTEEN**
OWNERSHIP OF INSTRUMENTS OF SERVICE

13.0 The Owner shall have use and rights to all electronic documents during all phases of the work. Drawings and specifications become the property of CNM. Before receiving final payment, Architect shall deliver to CNM the original Construction Documents. CNM does not have the right to use the working drawings and specifications for other building projects except as may be required for reference without Architect’s consent. CNM does not have the right to sell the drawings and specifications. Architect shall be permitted to reuse parts of the drawings for other projects, but shall not use them as a whole without CNM’s prior written permission.

ARTICLE FOURTEEN

RECORDS AND AUDIT

14.0 Architect shall maintain detailed time records that show the date, time and nature of services rendered. These records shall be subject to inspection by the CNM, its representatives, and the State Auditor. CNM, its representatives, and the State Auditor shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of CNM to recover excessive and/or illegal payments. CNM, its representatives and the State Auditor shall have access to and the right to examine and/or audit any directly pertinent records, books, documents and papers of Architect involving transactions related to this Agreement for a period of three (3) years after final payment.

ARTICLE FIFTEEN

APPLICABLE LAWS

15.0 Architect shall comply with all federal, state, and local laws and ordinances applicable to the Work called for herein.

15.1 Architect shall adhere to all applicable State, Federal, local and CNM rules, laws, regulations, guidelines, the New Mexico Procurement Code, CNM’s Procurement Regulations, New Mexico’s Public Works Act (N.M. Stat. Ann. § 13-4-1, et. seq.), the New Mexico Prompt Payment Act, and all other applicable laws, statutes, codes, regulations, and the like, the policies and procedures associated with the Work to be performed.

ARTICLE SIXTEEN

TERMINATION

16.0 Termination for Cause. If Architect, for any cause, fails or omits to carry out the Work in an acceptable manner CNM may give notice in writing of such failure or omission and of a reasonable time within which to cure the deficiency. Architect shall take corrective measures within such time. Architect’s failure to comply with such notice and to cure the deficiency as provided in the notice shall subject this Agreement to immediate termination by CNM.

16.1 In the event of a for-cause termination, CNM shall terminate this Agreement by delivering to Architect a written notice of termination. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the date of delivery of the notice. Upon such termination, the Architect shall deliver to CNM all design plans, construction estimates, drawings, documents, survey books, and all other materials developed under this Agreement. CNM shall then have the right to retain the services of other design professionals to complete the Architect’s Work under this Agreement, and shall have no obligation to seek bids for that replacement design professional(s). The cost of completing the Architect’s Work under this Agreement shall be paid for by applying the balance of the contract amount remaining on this Agreement at the time of termination. If the cost to complete the Work under this Agreement is less than the remaining contract amount, the remaining contract amount shall be paid to the Architect. If the cost of completing the Work under this Agreement exceeds the contract amount, then the
Architect shall pay CNM for the difference between the contract amount and the cost to complete the Architect’s Work.

16.2 Termination for convenience of CNM. On fifteen (15) business day’s written notice to Architect, CNM may terminate this Agreement in whole or in part for its own convenience in the absence of any default of Architect.

16.3 In the event of a termination for convenience, CNM shall terminate this Agreement by delivering to Architect notice of termination without cause specifying the extent to which performance of Work under this Agreement is terminated and the date upon which such termination becomes effective. The effective date of termination shall be the date stated in the notice or, if no date is stated, then the sixteenth (16th) business day after delivery of the notice. Within ten (10) calendar days of the effective date of termination, Architect shall deliver to CNM all design plans, construction estimates, drawings, documents, survey books and any or all other materials developed under this Agreement. Upon delivery of such notice, the Architect shall have the right to receive payment for services satisfactorily performed to termination date, including reimbursement then due.

ARTICLE SEVENTEEN

APPROPRIATIONS

17.0 The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the Legislature of the State of New Mexico and/or CNM for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the Legislature and/or CNM, this Agreement shall terminate upon written notice being given by CNM to Architect. CNM’s decision as to whether sufficient appropriations are available shall be accepted by Architect and shall be final.

ARTICLE EIGHTEEN

RELEASE

18.0 Architect, upon final payment to it of the amounts due for the Project, releases CNM, its governors, officers and employees, and the State of New Mexico from all liabilities, claims and obligations whatsoever arising from or under this Agreement as pertains to the Project.

18.1 Architect agrees not to purport to bind CNM or the state of New Mexico to any obligation not assumed herein by CNM or the State of New Mexico, unless Architect has express written authority to do so, and then only within the strict limits of that authority.

ARTICLE NINETEEN

CONFIDENTIALITY

19.0 Any confidential information provided to or developed by Architect in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by Architect without prior written approval of CNM.

ARTICLE TWENTY

CONFLICT OF INTEREST

20.0 Architect warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. Architect shall comply with the provisions of Section 10-16-12 N.M.S.A. 1978 which requires disclosure in writing to the office
of the Secretary of State of the State of New Mexico amounts received under state contracts when and if such provisions become applicable.

ARTICLE TWENTY-ONE

GOVERNING LAW/INTERPRETATION

21.0 The laws of the State of New Mexico shall govern this Agreement. In no event shall any portion of this Agreement be interpreted against a party on the grounds that such party drafted the provision in question. Both parties acknowledge having had ample opportunity for review and comment by their attorneys and both parties having participated in drafting this Agreement as a whole.

ARTICLE TWENTY-TWO

MODIFICATION OF THE AGREEMENT

22.0 This Agreement shall not be altered, changed, amended, or modified except by an instrument in writing executed by the authorized representative(s) for the architect and CNM. The Architect and CNM may negotiate changes to this Agreement pursuant to this Article 22.

ARTICLE TWENTY-THREE

MERGER

23.0 This Agreement with its exhibits and schedules incorporates all of the agreements, covenants and understandings between the parties thereto concerning the subject matter thereof. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement. Specifically, but without limitation, CNM’s Request for Proposal No. P-287 is not incorporated in this Agreement, the relevant portions thereof, as modified, having been set out herein. Also, and without limitation, Architect’s Response to RFP No. P-287 is not incorporated in this Agreement, the relevant portions thereof, as modified, having been set out herein.

ARTICLE TWENTY-FOUR

CERTAIN PENALTIES

24.0 The State of New Mexico Procurement Code, Sections 13-128 through 13-1-199 N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

ARTICLE TWENTY-FIVE

NOTICES

25.0 Any notice required to be given under this Agreement shall be deemed sufficient, if given in writing and hand delivered to the following address or sent by first class mail, properly franked and addressed as follows:

If to CNM:
Albuquerque Technical Vocational Institute
ARTICLE TWENTY-SIX

MISCELLANEOUS

26.0 Certain Definitions.

“Detailed Estimate of Construction Cost” means a forecast of construction costs prepared on the basis of the Architect’s detailed analysis of materials and labor for all items of construction work.

“Estimate of Probable Construction Costs” means a forecast of construction cost; may be a preliminary estimate of construction cost or a detailed estimate of construction cost.

“Preliminary Estimate of Construction Cost” means cost forecasts prepared by the Architect during the schematic design, design development, and construction documents phases of basic services for the owner, prepared prior to the detailed estimate of construction costs.

The terms “Construction Costs” and “Actual Construction Costs” are to be construed to be one and the same and mean the actual contract amount to be paid by CNM to the General Contractor(s) to construct the structure or facilities designed and described within the construction bidding documents. Construction costs do not include costs associated with furniture and equipment not specified within the construction bid documents.

“As-built” and “Record Documents” are to be interpreted to be one and the same and are defined as construction drawings revised to show all significant changes to the construction documents made during the construction process, usually based on marked up prints, drawings, and other data furnished by the General Contractor to the Architect.

“Project Program” means the written and graphic description of the Project objectives, including intended use of facilities and site, design constraints and criteria, physical parameters, spatial requirements and relationships, and requirements for special equipment, systems and materials, the results of which are to be documented in a written

Construction Contract Documents are the documents that constitute the Agreement between the owner and the General Contractor to construct the Project(s) in accordance with the bidding documents.

Telegraphic notice: notice provide via Facsimile or E-mail transmission.

MACC. Maximum Allowable Construction Cost is the total sum, excluding gross receipts tax, available for construction purposes and may include furnishings, fixtures and equipment as approved and authorized by CNM’s Governing authority. MACC shall not include professional fees, Project contingency funds, acquisition costs or other soft costs.
26.1 Attorney’s Fees. In the event of litigation with respect to or related to this Agreement or the Project, such action shall be brought in the County of Bernalillo, State of New Mexico. The prevailing party in any such litigation shall be entitled to recover reasonable attorney’s fees. The law of the State of New Mexico shall govern any litigation between CNM and the Architect.

26.2 Insurance Requirements. The Architect shall be required to carry insurance meeting the requirements in the Exhibit C hereto labeled “INSURANCE REQUIREMENTS” and as noted in the specifications. The Architect will be required to submit the Certificates of Insurance to CNM’s Purchasing Director prior to commencing Work under the Agreement. Insurance must remain in effect for the entire term of the Agreement.

26.3 The General Conditions attached hereto as Exhibit A are hereby incorporated to the extent they are not inconsistent with other provisions of this Agreement. In Exhibit A, “Seller” and “Contractor” mean “Architect.”

26.4 Contact documents. The following are contract documents which form the contract between CNM and ________ for the Project, and are incorporated by reference herein as if fully set forth herein:

1) This Architectural Services Agreement between CNM and Architect, and all exhibits thereto.
2) CNM’s RFP No. P-287 and all exhibits thereto.
3) CNM Purchase Order No. __________, dated month____, 20___ and all exhibits thereto.

IN WITNESS THEREOF, the parties hereto have executed this Agreement the day and year last set forth below.

CENTRAL NEW MEXICO COMMUNITY COLLEGE
Signature: ____________________________
Bob Brown
Vice President for Administrative Services

Signature: ____________________________
Martin Serna, Comptroller

Signature: ____________________________
Charlotte Gensler
Director, Purchasing

___________ ARCHITECTS
Signature: ____________________________
name
Senior Principal
EXHIBIT A

ALBUQUERQUE CNM

GENERAL TERMS AND CONDITIONS

ARTICLE 1.

1. Inspection and Audit.
   a. CNM may inspect, at any reasonable time, any part of Seller's plant or place of business which is related to performance of this Purchase Order. Acceptance of delivery shall not be considered acceptance of the materials, supplies or services furnished. Final inspection of product and services will be made at the destination. Any testing or inspection procedures required by the specification are in addition to CNM's rights under this paragraph.
   b. The Contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. Contractor shall maintain detailed records of all materials or supplies delivered to CNM under this Purchase Order, including serial numbers and other appropriate identifiers. These records shall be subject to internal and external audit. CNM shall have the right to audit billings both before and after payment. Payment under the resultant Agreement shall not preclude CNM from recovering excessive, erroneous or illegal payments previously made to the Contractor.

2. Warranties. Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express and implied, are incorporated herein.

3. Acceptance and Rejection. If prior to final acceptance, any materials, supplies or service are found to be defective or not as specified, or, if CNM is entitled to revoke acceptance of them, CNM may reject or revoke acceptance, require Seller to correct without charge within a reasonable time, or require delivery at an equitable reduction in price at CNM's option. Seller shall reimburse CNM for all incidental and consequential costs related to unaccepted materials, supplies or service. Notwithstanding final acceptance and payment. Seller shall be liable for latent defects, fraud, or such gross mistakes as amount to fraud. Acceptance of performance shall not waive CNM's right to claim damages for breach.

4. Assignment. This order is assignable by CNM. Except as to any payment due hereunder, this order is not assignable by Seller without written approval of CNM.

5. Changes. CNM may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of CNM. Any claim of Seller for an adjustment under this paragraph must be made in writing within thirty (30) days from the date of receipt of Seller of notification of such change, unless CNM waives this condition. Nothing in this paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.

6. Equal Employment Opportunity. Contractor shall not discriminate with regard to hiring, termination or other incidents of employment on the basis or race, sex, national origin, religion, age or handicap.
7. Indemnification and Insurance. Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performance of the work by Seller, its agents, employees, subcontractors or contractors, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of CNM. In any event, CNM’s liability shall be subject to the limitations of the New Mexico Tort Claims Act. Seller shall indemnify and hold harmless CNM, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys’ fees, in connection with or resulting from such suit or action.

Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers’ compensation coverage covering all employees performing this order.

8. Patent and Copyright Indemnity. Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use, or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold CNM harmless from any cost, expense, damage, or loss resulting therefrom.

9. Discounts. Any discount time will not begin until the materials, supplies, or services have been received and accepted and correct invoice received by CNM’s Purchasing Department. In the event testing is required, the discount time shall begin upon the completion of the tests.

10. Penalties. The Procurement Code, Section 13-1-28 et seq., imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

11. Title and Delivery. Title to the materials and supplies passed hereunder shall pass to CNM at the F.O.B. point specified subject to the right of CNM to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval from CNM’s Purchasing Department. Time is of the essence and the order is subject to termination for failure to deliver on time.

12. Other Applicable Laws. Any provision required to be included in a contract of this type by any applicable and valid Executive order, federal, state or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

ARTICLE 2.

GOVERNMENT SUBCONTRACT PROVISIONS

If this order is subcontract under a U.S. Government Prime Contract, the applicable clauses listed below are incorporated into, and form a part of, the terms and conditions of this order. In the event of any conflict between the terms and condition of Section 2 and any other provisions of this order the terms and conditions of Section 2 shall prevail. The clauses contained in the following paragraphs of the Federal Acquisition Regulations are incorporated herein by reference. For purposes of this Purchase Order, in the following clauses, the term "contract" shall mean "this order", the term "contractor" shall mean "Seller" and the term "Government" and "Contracting Officer" shall mean "Albuquerque CNM" and the "Director of Purchasing," respectively.

The following provisions of the Federal Acquisition Regulations (FAR) apply regardless of the amount of this order:

* Anti-kickback Procedures: 52.203-7
Buy American Act and Balance of Payments Program 52.225-7001

* Contract Work Hours and Safety Standards Act-Overtime Comp. 52.222-4

* Equal Employment Opportunity 52.222-26

Integrity of Unit Prices 52.215-26(a)(b)

Notice to the Government of Labor Disputes 52.222-1

Preference for U.S. Flag Air Carriers (For internal air travel) 52.247-63

Restriction on Subcontractor Sales to the Government 52.203-6

Service Contract Act of 1965 (Reserved) 52.222-41

* Termination for Convenience of Government

(Education and other Nonprofit Institutions) 52.249-5(a)(f)

CNM reserves all administrative, contractual, and legal remedies against Seller in case of any breaches of the contract.

* On contracts funded by federal grants, only the Special Terms and Conditions clauses identified by the asterisk (*) are incorporated into this contract.
EXHIBIT B

ARCHITECT’S COMPENSATION

SECTION I

(Architect’s compensation is as follows:

Programming phase ______%  
Bookstore Consultant ______%  
Schematic Design Phase ______%  
Design Development Phase ______%  
Construction Document Phase ______%  
Bidding Phase ______%  
Construction Contract Administration Phase ______%  
Close out Phase ______%

At the end of the Design Development Phase and prior to the Construction Phase, the MACC for the Project may change based upon Owner approved changes to the estimate of Probable Construction Costs. If the MACC changes due to an Owner approved change to the estimate of Probable Construction Costs, the Architect’s compensation for Basic Services will be revised per the Architect’s Rate Schedule, Exhibit D to the Agreement, for the increased MACC and a change order will be issued to reflect the change in the Architect’s compensation.”

For compensation under this Section I, CNM shall make payments for the Architect’s services, after acceptance and approval by CNM of each of the following Phases for the Project, in an amount not to exceed the percentages set forth below for the applicable Phase:

TO BE NEGOTIATED

TO BE NEGOTIATED

SECTION II

Hourly Rates by Personnel Type for Special Services

(NMGRT is not included.)

TO BE NEGOTIATED
The following provisions A, B, C, and D are applicable to both Sections I and II Compensation set forth above:

A. Architect may add any applicable gross receipts tax to the fees and other payments payable hereunder. **Architect shall use and require the use of nontaxable transaction certificates by all other parties with whom it does business in connection with performing its services under this Agreement whenever allowed by law.** In all events, Architect shall not include gross receipts taxes paid to others as a part of the base dollar amount upon which Architect calculates gross receipts taxes when billing its fees and expenses to CNM.

B. Architect shall present separate monthly detailed invoices and statements of the services rendered for each Part (I and II). Architect's invoices shall reference the CNM purchase order number and be submitted in a format that has been reviewed and approved in writing by CNM. Payments shall be made subject to CNM’s approval of the statement of the services.

C. The Architect is obligated under the Basic Services section to prepare details of and to administer change orders. If the proposed change is initiated by the Owner, or results from field conditions, the Architect shall be compensated for its effort in preparing, designing, and administering change orders at the rate of **TO BE NEGOTIATED** of the actual construction cost of the change order. If the proposed change results from the Architect’s oversight, the Architect’s services working on the change order shall constitute part of the basic services at Architect’s own expense.

D. Architect represents and agrees that the Architect’s compensation for Basic Services is fixed at **TO BE NEGOTIATED** of the MACC for the Project based upon CNM’s Maximum allowable construction costs. If CNM formally suspends work on this Project, by formally notifying the Architect of the suspension in writing and such suspension exceeds a period of six months from the date of the notification of the suspension, then the Architect may apply to CNM for an increase in the balance of the fee due for Basic Services on the effected portion of the Project in an amount not to exceed 3% of the balance of the fee then due.
EXHIBIT C INSURANCE REQUIREMENTS

CERTIFICATES OF INSURANCE:
The Architect shall furnish the Owner one copy each Certificates of Insurance herein required for each copy of the resultant Agreement, showing the coverage, limits of liability, covered operation, and effective dates of expiration of policies of insurance carried by the Architect. The Architect shall furnish to the Owner copies of limits. The Certificates of Insurance shall be in the form of AIA Document G-705 or similar format acceptable to the Owner. Such certificates shall be filed with the Owner and shall also contain the following statements:

1. The Governing Board of Central New Mexico Community College, its agents, servants and employees are held as additional insured.

2. "The insurance coverage certified herein shall not be canceled or materially changed except after thirty (30) days written notice has been provided to the Owner."

COMPENSATION INSURANCE:
The Architect shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all of the Architect's employees, and in case of any such work being sublet, shall require the subcontractors to maintain such Worker's Compensation insurance. In case any class of employee engaged in work on the Project under this Agreement is not protected under a Worker's Compensation Statute, the Architect shall provide and shall cause each subcontractor or sub-subcontractor to provide Employer's Insurance in an amount of not less than $500,000.

ARCHITECT'S PROFESSIONAL LIABILITY INSURANCE:
The Architect shall maintain professional liability insurance in the amount of at least $1,000,000.

ARCHITECT'S PUBLIC LIABILITY INSURANCE:
The Architect shall maintain insurance coverage "equal to the maximum liability amounts set forth in the New Mexico Tort Claims Act Section 41-4-1 et.seq. NMSA 1978". The insurance must remain in force for the life of the Agreement including all extension or renewals. The limits effective July 1, 1992 are: $400,000 per person/$750,000 per occurrence plus $300,000 for medical and $100,000 for property damage for a total maximum liability of $1,150,000 per occurrence.

ARCHITECT'S VEHICLE LIABILITY INSURANCE:
Bodily Injury $750,000 Each Occurrence
Property Damage $100,000 Each Occurrence

SUBCONTRACTORS' AND SUB-SUBCONTRACTORS' PUBLIC AND VEHICLE LIABILITY INSURANCE:
The Architect shall either:

(1) Require each subcontractor or sub-subcontractor to procure and maintain during the life of the subcontract or sub-subcontract Public Liability Insurance of the types and amounts specified above or,
(2) Insure the activities of the subcontractors or sub-subcontractors in the Architect's policy as required under this Article.

**GENERAL:**

All insurance policies are to be issued by companies authorized to do business under the laws of the state in which the Work is to be done and acceptable to Owner. The Architect shall not violate, or permit to be violated, any conditions of any said policies, and shall at all times satisfy the requirements of the insurance companies writing said policies.