

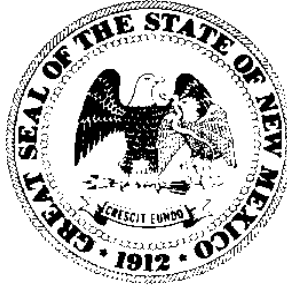
AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL

2010 EDITION, VERSION 1.0, Part A of two parts

(THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.)

Project (short title): **Project Title**
Location: **[REDACTED]**
Project No: **[REDACTED]**
Building No: **[REDACTED]**

Contract No: **Contract Number**



Distribution to:

- Owner
- Design Professional
- DFA Contracts
- Administrative Services
- Other

This Agreement entered into this _____ day of _____, 20____,
by and between:

Bill Taylor, Director
Property Control Division
General Services Department
PO Box 6850
Santa Fe, New Mexico 87502
TELEPHONE: (505) 827-2141
FAX: (505) 827-2181

NAME

MAILING/STREET ADDRESS
CITY, STATE, ZIP CODE

TELEPHONE:

FAX:

Hereinafter "Design Professional."

Hereinafter "Owner"; and

OTHER: Professional and technical services shall be provided by the Design Professional, through the individual Project Design Professional, **NAME**, whose New Mexico Design Professional's seal and certificate number is **NUMBER**.

The User Agency is **DEPARTMENT OR AGENCY**; the User Representative is **NAME OF REPRESENTATIVE AND CONTACT INFORMATION**.

RECITALS

WHEREAS, the Design Professional was selected pursuant to the Architect, Engineer, Landscape Architect, and Surveyor Selection Committee pursuant to Sections 13-1-120 through 13-1-124 NMSA 1978; and

WHEREAS, the Owner is authorized to enter into a contract to design and construct the Project pursuant to Sections 15-3B-4(10), 15-3B-6, and 15-3B-17 NMSA 1978; and

WHEREAS, the Owner must hire a registered Design Professional of New Mexico whenever any public work involves architectural services, pursuant to Section 61-15-9 (A), NMSA 1978, or engineering and surveying services, pursuant to Section 61-23-26, NMSA 1978; and

WHEREAS, the Design Professional hereby represents that it employs the named Project Design Professional, and that such Project Design Professional is a registered Design Professional of New Mexico; and

WHEREAS, the Owner agrees to hire the Design Professional, and the Design Professional agrees to provide professional and technical services as required hereinafter for the Project in accordance with the terms and conditions set forth in this Agreement.

PROJECT

EXTENT OF AGREEMENT AND SCOPE OF WORK. This Agreement includes the provisions of the **Request for Proposals for Design Professional Services, PROJECT TITLE; RFP Number: [REDACTED]**, the Design Professional’s proposal, and all documents attached thereto and all of which are hereby incorporated by reference as a part of this Agreement as if fully set forth herein. In case of conflict, the documents supersede each other in accordance with the following hierarchy: codes and applicable law, the body of this Agreement, and attachments to this Agreement.

The scope of work shall include, but not be limited to the basic services prescribed in Article 2 (Part B of Agreement) and:

(FILL IN DESCRIPTION OF PROJECT HERE) be specific if project does or does not include fixtures, furnishings and equipment [medical, laboratory, A/V, IT, Special Systems] in the MACC)

The design and construction of the project shall provide for ease of maintenance and the ability to repair all major installed equipment on the basis set forth in Article 12 (Part B of Agreement), and shall conform to Exhibit D Property Control Division Green Building Standards.

(Choose one of the following, remove if not used.

Maximum Allowable Construction Cost (MACC) shall not exceed:

[WORDS] dollars and no cents

(\$XXX)

or

The MACC shall be established in the Programming or Schematic Design phases of this project.

PCD reserves the right to revise the scope of work or the MACC for this project, and adjust the fee accordingly.

Contract No.

End of Scope of Work

COMPENSATION & SCHEDULE

PART A OF AGREEMENT

ALLOWABLE FEES:

On the Basis of a Fixed Fee of XXX % of MACC (n.i.c. GRT)	\$ 0.00
Additional Services	0.00
Consultant Services	0.00
Total Basic Compensation	\$ 0.00
Plus all applicable gross receipts taxes @ XXXX % (Location)	0.00
Total Reimbursable	\$ 0.00
Total Contract Sum (Phase, if applicable)	\$ 00.00

(If not used, please remove)

The Design Professional is authorized to proceed through the completion of the Phase. The Fee is limited to (\$), until a contract amendment is executed by the Owner.

Programming 10%	\$ 0.00
Schematic Phase 15%	\$ 0.00
Design Development Phase 20%	\$ 0.00
Construction Documents 25%	\$ 0.00
Bidding or Negotiation 3%	\$ 0.00
Construction Administration 22%	\$ 0.00
Close-Out, Final and Acceptance 3%	\$ 0.00
11-Month post Substantial Completion Inspection and Report 2%	\$ 0.00
TOTAL Basic Compensation (100%)	\$ 0.00
Total Reimbursable	\$ 0.00
Total Contract Sum (Phase, if applicable)	\$ 00.00

(If not used, please remove)

The maximum amount to be paid for the duration of this Agreement shall not exceed (\$) including, but not limited to, total compensation, reimbursables and gross receipts taxes, as per Article 13 (Part B of Agreement).

CONDITIONS OR SERVICES

PART A OF AGREEMENT

GENERAL CONDITIONS OF THE AGREEMENT BETWEEN OWNER AND DESIGN PROFESSIONAL 2010 Edition, Version 1.0

**PART B TO THIS AGREEMENT pages 7 through 37 are
FULLY AND INSEPERABLY A PART OF THIS AGREEMENT**

OTHER CONDITIONS OR SERVICES

1. **Furnishings.** *(If not used, please remove)* (If furnishings are in MACC, then expectation for services must be included here)
2. **Reimbursables.** *(If not used, please remove)*
3. **Travel.** (Normal travel expenses in connection with the project are included in basic services). *If not used, please remove.)*
4. **Life Cycle Cost Analysis.** *(If not used, please remove)* (Include proposed cost of more extensive LCCA services requested by Owner and exceeding those necessary to provide the basic LCCA described in Article 12 (Part B of Agreement).
5. **Insurance.** *(If not used, please remove)* (The required coverage is stated in the Agreement. If project funding increases or the potential for liability exposure is more or is less than the limit stated in the Agreement, then specify the limit of professional liability for the project.)
6. *(If not used, please remove)*

END OF OTHER CONDITIONS OR SERVICES

PROFESSIONAL SERVICES AGREEMENT SIGNATURE PAGE

PART A OF AGREEMENT

REVIEWED AS TO LEGAL FORM AND SUFFICIENCY

General Counsel, GSD By: _____ Date: _____

AGREED

DESIGN PROFESSIONAL By: _____ Date: _____

Firm Name NM Seal and Certificate Number: **Number**
Street Address NM Tax ID No.: **Number** Federal ID No.: **Number**
City, State, Zipcode

TAXATION AND REVENUE DEPARTMENT: The records of the Department reflect that the Design Professional is registered to pay gross receipts and compensating taxes under the above New Mexico Tax ID Number.

By: _____ Date: _____

USER AGENCY By: _____ Date: _____

Department /Agency

APPROVED

OWNER: Property By: _____ Date: _____
Control Division, GSD

Office of the By: _____ Date: _____
Secretary, GSD
Title: _____

DEPARTMENT OF FINANCE AND ADMINISTRATION

Management & Contract By: _____ Date: _____
Review Division