**[INSTRUCTIONS FOR COMPLETING THIS FORM ARE HIGHLIGHTED IN YELLOW.**

**RED TEXT: ENTER MISSING DATA, CONFIRM TEXT BY CHANGING TO BLACK TEXT OR DELETE**

**WHEN COMPLETE: DELETE ALL YELLOW HIGHLIGHTED TEXT, RED TEXT & BRACKETS.]**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Appropriation Year(s):  \_\_\_\_\_\_\_ | Cost Center:  \_\_\_\_\_\_\_ | Object Codes:  Fee: \_\_\_\_\_\_\_  Reimbursement: \_\_\_\_\_\_\_ | Amounts  Fee:  $\_\_\_\_\_\_\_\_\_  Reimbursables:  \_\_\_\_\_\_\_\_\_ | Vendor Number:  \_\_\_\_\_\_\_\_\_\_\_ | P.O. Numbers:  Fee:  \_\_\_\_\_\_\_\_\_\_\_  Reimbursables:  \_\_\_\_\_\_\_\_\_\_\_ |

**B101 PROJECT ATTACHMENT**

**to**

**Minnesota State Colleges and Universities AIA Document B101-2017**

**Standard Form of Agreement Between Owner and Architect, as currently amended by Owner (hereinafter AIA Document B101-2017)**

**AGREEMENT effective date and end date:**

This agreement is effective on **[INSERT FULL DATE (e.g., January 29, 2017)]** or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect until **[INSERT FULL DATE- date to be at least 12 months from substantial completion date]** or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first. The ARCHITECT understands that no work should begin under this agreement until all required signatures have been obtained and the ARCHITECT is notified to proceed with work by Minnesota State’s authorized representative.

**BETWEEN the Owner:**

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of **[Insert name of College or University, but not a particular campus],** hereinafter referred to as the “Owner”.

Wherever reference is made to “Owner” related to project communications and management, it shall mean Owner, Delegated Project Manager, and Owner’s Project Representative as identified in this Attachment.

**and the Architect:**

**[Insert** **Legal Name of Firm]**

**[Insert** **Street Address]**

**[Insert** **City, State, Zip Code]**

Hereinafter referred to as the “Architect,” and (applicable to corporations and partnerships only) the Architect represents and warrants that it is authorized as a [Insert “corporation” or “partnership”] and is duly licensed to practice [Insert “architecture”, “engineering”, or “architecture and engineering”] services in the State of Minnesota, and that during the term of this Agreement it will comply with the provisions of Minnesota Statutes 326.14 and all other laws of the State of Minnesota.

**for the following Project:**

**[Insert Project Name]**

**[Insert Name of College/University]**

**[Insert Campus Name, if applicable]**

**[Insert City, Minnesota]**

**The Owner and Architect agree as follows in reference to the AIA Document B101-2017 sections as provided below:**

* + 1. The Owner’s program for the Project shall be as described in the Project Predesign Report prepared by [Insert Predesign firm’s name], dated [Insert date**].**
    2. The Project’s physical characteristics are described in the Owner’s program and any additional documents listed in Section 13.2. [Identify or describe pertinent information about the Project’s physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.]

1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1:

.1 The amount of the Owner’s budgeted Cost of the Work of the Project is:

[Insert the budgeted Cost of the Work]

**X Million and No/100 Dollars ($X,000,000.00)**

.2 Amount of the Owner’s Lower Limit, equal to the Cost of the work multiplied by 0.90 is:

[Insert the budgeted Cost of the Work multiplied by 0.9]

**X Million and No/100 Dollars ($X,000,000.00)**

1.1.4 The Owner’s anticipated design and construction milestone dates occur when Owner approves phase is complete. Architect shall allow a minimum of two weeks of Owner review time for each design phase unless noted otherwise.

.1 Schematic Design: [insert 00/00/0000]

.1.1 [Insert Formal presentation if applicable] [insert 00/00/0000]

.2 Design Development: [insert 00/00/0000]

.3 Construction Document: [insert 00/00/0000]

.4 Issue Bid Documents: [insert 00/00/0000]

.5 Construction start date: [insert 00/00/0000]

.6 Substantial Completion date or dates: [insert 00/00/0000]

.7 [Insert other milestone dates if applicable] [insert 00/00/0000]

1.1.6The Owner’s Sustainable Goal for the Project:

The design shall comply with [Insert applicable version of B3/SB 2030].

[Add any additional sustainability goals, e.g. LEED]

1.1.7The Owner identifies the following representative(s), or their successors, in accordance with Section 5.3:

Designated Project Manager: [Insert name]

Email: [Insert email address]

Address: [Insert address]

System Office Program Manager: [Insert name]

Email: [Insert email address]

Address: 30 7th Street East, Suite 350, St Paul, MN 55101

1.1.8 The Owner’s consultants required to review the Architect’s submittals to the Owner are as follows: [insert firm name or NONE as applicable]

* Owner’s Project Representative:
* Construction Testing and Inspection services firm:
* Waterproofing Consultant:
* Masonry Flashings Consultant:
* Exterior Windows and Curtain Wall Consultant:
* Mechanical and Electrical Systems Commissioning Consultant:
* Building Temperature Control Systems Consultant:
* Roofing Inspection and Testing firm (for Construction Administration Phase):
* [Insert other consultants]:

1.1.9 The Owner’s other consultants and contractors may include, but are not limited to the following: [Insert the name of any other directly-hired Owner consultants and/or contractors, if known. Delete not applicable categories of firms below.]

* Site Property Survey firm:
* Geotechnical Engineering firm:
* Hazardous Material Abatement Design Consultant:
* Hazardous Material Abatement Contractor:
* [Insert other consultants]:

1.1.10 The Architect identifies the following representative in accordance with AIA Document B101-2017, Section 2.3:

Architect’s Project Manager: [Insert name]

Email: [Insert email address]

1.1.11 The Architect will retain the following consultants identified: [Insert firm name and primary contact name of Architect’s consultants. Delete not applicable consultants below]

.1 Structural Engineer:

.2 Mechanical Engineer:

.3 Electrical Engineer:

.4 [Inset other sub-consultants]:

1.1.12 Other Initial Information on which the Agreement is based: [Insert other provisions or NONE]

3.1 The Architect’s Basic Services are based on the Minnesota State Design Standards, most-current edition. The Architect shall provide full architectural/engineering services and Project management as applicable for the Project, to provide a complete, functional Project that will be used by the Owner for its intended purpose. Services shall include: [Insert same list as on RFP and/or proposal. Remove non-applicable text]

1. Architecture
2. Landscape Architecture
3. Civil
4. Structural
5. Mechanical
6. Registered Fire Protection
7. Electrical
8. Telecommunications
9. Data
10. Security
11. Audio/Visual
12. Instructional Technology
13. Interiors
14. Furniture, Fixtures and Equipment (FF&E)
15. Cost Estimating

3.6.1.11The Architect shall administer pre-installation conferences for the following specific work:

[Delete non-applicable and/or add other Pre-Installation conferences.]

1. Asbestos Abatement
2. Buildings Demolition
3. Concrete formwork, placing, and shoring
4. Waterproofing
5. Mortar/Masonry/ Exterior Cladding and through-wall flashings
6. Exterior Walls Vapor, Air, and Moisture Barriers
7. Roofing Systems
8. Aluminum Entrance/Window/Curtain Wall installations and testing
9. Sealants
10. Building Systems Commissioning, and
11. Other conferences as specified and/or required.

3.6.2.1 The Architect shall conduct on-site observations and hold construction progress meetings on a regular basis throughout the construction period, at least once every [insert number] week(s).

3.6.5.5 The Architect shall provide to the Owner complete sets of Record Documents:

.1 Drawings

* Electronic
  + [Insert AutoCAD or other] software: [Insert quantity] of [computer disk or thumb drive]
  + “Adobe Acrobat” .pdf format: [Insert quantity] of [computer disk or thumb drive]
* Printed copy
  + [Insert quantity] printed full size copy
  + [Insert quantity] printed half size copy

.2 Project Manual

* Electronic
  + “Adobe Acrobat” .pdf format: [Insert quantity] of [computer disk or thumb drive]
* Printed copy
  + [Insert quantity] 8 ½ x 11 printed copy bond

All Project Record Documents, including the Project Manual and the Drawings, shall be prepared in an electronic format as agreed to by the Owner. Electronic data shall be organized in files, indexed as reviewed and approved in advance, in writing, by the Owner. Also provide a complete set of Record Documents, both the Project Manual and the Drawings, in an “Adobe Acrobat” pdf format, uploaded to the Owner’s Enterprise Project Management System.

4.1 The Architect shall provide Supplemental Services listed below, in which case the Owner shall compensate the Architect as provided in Section 11.2:

[Delete items not applicable, for items applicable- add detailed description]

1. Verification of Predesign
2. Detailed measured existing conditions
3. Building Information Model Management tool requested for use by Owner or contractor
4. Detailed cost estimating beyond that required in Section 6.3
5. Coordination of the Owner’s consultants and/or construction
6. Sustainable Project Services, in addition to B3/SB2030
7. Furniture, furnishings, and equipment design
8. Other services provided by specialty sub-consultants
9. Historic preservation

[If all phases are included, use format below for 11.1]

11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows: [Insert fee for each Project phase and total]

a) Schematic Design Phase $XXX,000.00 [CBR suggested 20%]

b) Design Development Phase $XXX,000.00 [CBR suggested 20%]

c) Construction Documents Phase $XXX,000.00 [CBR suggested 30%]

d) Bidding Phase $XXX,000.00 [CBR suggested 5%]

e) Construction Phase $XXX,000.00 [CBR suggested 20%]

f) Project Closeout $XXX,000.00 [CBR suggested 5%]

## Total Basic Services Fee shall be x Thousand and No/100 Dollars ($XX,000.00).

Partial payments for a), b), c), d), e) and f) above may be made monthly with the amount of the payment prorated over the anticipated time required to complete a particular phase. In no case shall the total of the partial payments for a particular phase exceed the fee for that phase as shown above.

[If only a portion of services will be included, use format below for 11.1]

11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows: [Insert fee for each Project phase and total]

a) Schematic Design Phase $XXX,000.00 [CBR suggested 20%]

b) Design Development Phase $XXX,000.00 [CBR suggested 20%]

c) Construction Documents Phase $XXX,000.00 [CBR suggested 30%]

**Total Basic Services Fee for phases a), b) and c) shall be x Thousand and No/100 Dollars ($XX,000.00).**

Partial payments for a), b), and c) above may be made monthly with the amount of the payment prorated over the anticipated time required to complete a particular phase. In no case shall the total of the partial payments for a particular phase exceed the fee for that phase as shown above.

Should the Owner decide to continue with the Project beyond the Construction Documents Phase, the future phases listed below may be added by Amendment(s) to this Agreement, at the amounts identified as follows:

d) Bidding Phase $XXX,000.00 [CBR suggested 5%]

e) Construction Phase $XXX,000.00 [CBR suggested 20%]

f) Project Closeout $XXX,000.00 [CBR suggested 5%]

**Total Basic Services for future phases d), e) and f) not included in this agreement shall be xx Thousand and No/100 Dollars ($XX,000.00).**

**Total Basic Service Fees for all Phases including future phases shall be xx Thousand and No/100 Dollars ($XX,000.00).**

11.1.2The Architect shall include printing a minimum of [insert quantity X]full sets of plans and specifications required at each design phase and [insert quantity X]of record documents as part of Basic Services.

11.2 For the Architect’s Supplemental Services, the Owner shall compensate the Architect as follows:

[Delete non-applicable services and Insert compensation amount below]

a) Programming and Predesign verification $XXX,000.00

b) Measured drawings $XXX,000.00

c) Building Information Models for owner’s use $XXX,000.00

d) Detailed cost estimating beyond required in Section 6.3 $XXX,000.00

e) Tenant-related services $XXX,000.00

f) Security evaluation and planning $XXX,000.00

g) Fast-track design services $XXX,000.00

h) Multiple bid packages $XXX,000.00

i) Historic preservation $XXX,000.00

j) Furniture, furnishings, and equipment design $XXX,000.00

k) Other Supplemental Services $XXX,000.00

**Total Supplemental Service compensation shall be xx Thousand and No/100 Dollars ($XX,000.00).**

Payment for Supplemental Services shall be based on receipt of the deliverable(s).

11.4 The Architect’s total fee for all services of this Agreement, including basic and supplemental services listed in Articles 3.1 and 4.1 shall be **X Thousand and No/100 Dollars ($XXX,000.00).**

[Insert above the Architect’s fee for Basic Services and Supplemental Services]

**Total Fees Amount Encumbered in this Agreement = $XXX,000.00**

11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below: [List the hourly rates of the Architect and consultants, if applicable.]

11.8.3Compensation for Reimbursable Expenses incurred by the Architect shall not exceedtotal amount of **X Thousand and No/100 Dollars ($ X,000.00).**

[Insert Architect’s total Reimbursable Expenses per estimate that are not included in Basic Services – see Article 11.8.2.]

12.2 Other special terms and conditions that modify this Agreement are as follows:

[Review this Article for contents of applicable special terms and conditions with the System Office Program Manager and insert these as required.]

[Example:

The Architect shall initially provide services through the Construction Documents Phase only. Agreement Articles 3.5 Bidding or Negotiation Phase Services, 3.6 Construction Phase Services, and 11.3.4, 11.3.5, and 11.3.6, Compensation for subsequent Phases are hereby deferred from this Agreement pending additional funding. Should the Owner decide to continue with the Project beyond the Construction Documents Phase, these Articles will be reinstated by means of Amendment(s) to this Agreement when funding becomes available at the prices agreed to in this Agreement.]

[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

**Signatures:** (Sign and date at the appropriate signature line below)

In witness whereof, the Owner has caused this Agreement to be duly executed on its behalf and the Contractor has caused the same to be duly executed on its behalf.

**1. ARCHITECT: [INSERT NAME OF CONTRACTOR FIRM]**

Architect certifies that the appropriate person(s) have executed the agreement on behalf of Architect as required by applicable articles, by-laws, resolutions, or ordinances.

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**2. VERIFIED AS TO ENCUMBRANCE: [INSERT NAME OF COLLEGE/UNIVERSITY]**

When the agreement is processed in e-Builder, the encumbrance is incorporated into the workflow.

See first page of B101 Project Attachment for Encumbrance Details**.**

**3. MINNESOTA STATE: [INSERT NAME OF COLLEGE/UNIVERSITY]**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**4. AS TO FORM AND EXECUTION: [INSERT NAME OF COLLEGE/UNIVERSITY]**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |