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 B101-2017)

<table>
<thead>
<tr>
<th>Appropriation Year(s):</th>
<th>Cost Center:</th>
<th>Object Codes: Fee:</th>
<th>Amounts Fee:</th>
<th>Vendor Number:</th>
<th>P.O. Numbers: Fee:</th>
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<th>Reimbursement:</th>
<th>Reimbursables:</th>
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Term of Contract:

This contract 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 (e.g., June 15, 2017)] or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The ARCHITECT understands that no work should begin under this contract until all required signatures have been obtained and the ARCHITECT is notified to proceed with work by Minnesota State’s authorized representative.

The Owner:

The State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of St. Cloud State University, 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.

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:

*Physical Security Enhancements*
*St. Cloud State University*
*St. Cloud, Minnesota*

The Owner and Architect agree as follows in reference to the B101 Agreement sections as provided below:

1.1.1 The Owner’s program for the Project shall be as described in the Campus Wide Security Design prepared by **DIVISION 28 Consulting LLC**, dated June 30, 2016, as updated with the “HEAPR Camera and Reader Locations- PoE”, and SCSU campus standard specifications for 276200 electronic Access Control System and 276600 Video Surveillance System, in particular in the locations referenced in the concept hardware modifications per location sheets.

1.1.2 The Project’s physical parameters are described in the Owner’s program and any additional documents listed in Section 13.2. Initial locations are intended to be exterior doors at Stewart Hall, Admin Service, Admin Building, Centennial to Atwood, Lindgren, ECC, WIKK Building, Kiehl Hall, and Performing Arts.

1.1.3 The Owner’s budget for the Cost of the Work, as defined in Section 6.1, and non-building costs consists of:

   .1 The amount(s) appropriated by the legislature for the entire Project:
   
   Note: All figures shown in this document have been adjusted for inflation per the State of Minnesota capital budget procedures.

   Funds amounting to **Six Hundred Twenty-eight Thousand and No/100 Dollars ($628,000.00)** have been appropriated to **design and construct the Project**.

   .2 The amount of the Owner’s budgeted Cost of the Work of the Project is: **Six Hundred Twenty-eight Thousand and No/100 Dollars ($628,000.00)**

   Amount of the Owner’s Lower Limit, equal to the Cost of the work multiplied by 0.90 is: **Five Hundred Sixty-five Thousand Two Hundred and No/100 Dollars ($565,200.00)**

1.1.4 **A milestone is achieved on the date of Owner approval.** The Owner’s design and construction schedule milestone dates:

   .1 Schematic Design phase completion: February 1, 2019
   .2 Design Development phase completion: February 15, 2019
   .3 Construction Document phase completion: March 15, 2019
   .4 Construction start date: May 27, 2019
   .5 Substantial Completion date: August 14, 2019
   .6 Final Completion: September 20, 2019
   .7 10 Month warranty walk though: July 20, 2020

1.1.5 The Owner intends the following procurement and delivery method for the Project: **Competitive bid. Use AIA A101 for Design/Bid/Build.**

1.1.6 The Owner’s anticipated Sustainable Objective for the Project: **None specified**
The design shall comply with, and include all requirements related to: the B3 and SB2030 Guidelines specifically required of the Guideline Leader; and legislative requirements to collect and report on jobs created or retained with state appropriated funding.

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

**Designated Project Manager**
Larry Blaiser  
Telephone: (320) 308-4712  
Email: ljblaiser@stcloudstate.edu  
Address: 211 11th Street South Saint Cloud, MN 56301

**System Office Program Manager**
Terry Olsen  
Telephone: (651) 201-1425  
Email: Terry.Olsen@MinnState.edu  
Address: 30 7th Street East, Suite 350, St Paul, MN 55101

1.1.8 The persons or entities who are required to review the Architect’s submittals to the Owner are as follows: *SCSU Security*

1.1.9 The Owner’s other consultants and contractors *may* include, but are not limited to the following:

- Construction Testing and Inspection services firm:
- Asbestos Abatement Design Consultant:
- Abatement Contractor:
- Waterproofing Consultant:
- Masonry Flashings Consultant:

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

*Insert the name and title of the individual authorized to act on the Architect’s behalf with respect to the Project.*

**Project Manager**  
[Insert name of Architect’s Project Manager]  
Telephone: [Insert phone number]  
Email: [Insert email address]  
Address: [Insert address of firm]

1.1.11 The Architect shall retain the consultants identified in this section: *Insert names of Architect’s consultants*

- **.1 Structural Engineer:**
- **.2 Mechanical Engineer:**
- **.3 Electrical Engineer:**
- **Other**

1.1.12 Other Initial Information: *Insert other provisions or delete*

3.1 Scope of Architect’s Basic Services:

In accordance with 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:

- **Architecture**
• Civil
• Structural
• Mechanical
• Electrical
• Telecommunications
• Data
• Security
• Audio/Visual
• Interiors and
• Cost Estimating.

Services shall also include Project schedule and phasing development and analysis, cost estimating, creation of computer-aided design and drafting electronic software-enabled plans, and related Drawings, specifications, and construction administration services for the demolition, renovation and new construction for the Project.

The Architect shall integrate the new facilities of the Project with the existing College/University facilities and campus architecture and provide flexible design to incorporate future College/University needs. The design for the Project shall blend new facilities with and/or complement the existing campus architectural vocabulary in an aesthetic manner and a cohesive site plan.

The Architect’s services shall also include, but not be limited to the necessary on-site field investigations, verification and confirmation of existing conditions and the necessary evaluations of the existing buildings’ and site architectural, civil, structural, mechanical, electrical, and telecommunications systems to determine capabilities and capacities to support the Project.

The Architect shall provide interior design services, as required to restore existing conditions after construction.

The Architect shall provide architectural, interior design, and engineering services for the inventory and confirmation of existing building materials and conditions. The Architect’s services shall include the planning, layout, design, drawings, specifications, coordination of mechanical, electrical, telecommunications, data, security, audio/visual, and security systems’ requirements with the building design, bidding, procurement, construction administration, and installation coordination of all interior materials, finishes, and built-in FF&E and casework.

The Architect shall use Minnesota State internet-based Enterprise Project Management System (EPMS) during the design and construction of the Project. The selected system is based upon software created by the firm, “e-Builder”. The functionality of this software includes, but is not limited to the filing and/or processing of the following:

a) Project correspondence and meeting minutes
b) Cost estimates
c) Schedules
d) Design phase submittals, reviews and approvals
e) Design Standards variance requests and reviews
f) Bidding and construction documents
g) Bids, bid tabulations, evaluations and recommendations
h) Construction contract modifications, including Requests For Information (RFIs), Supplemental Instructions (SIs), Proposal Requests (PRs), Construction Change Directives (CCDs), and Change Orders (COs)
i) Financial correspondence, including invoices and Applications for Payment
j) Construction submittals, including construction schedules, product data, shop drawings, and samples
k) Construction closeout documents, and
l) Other Project related information.

Minnesota State will provide the Architect and sub-consultants with login access and initial software training for the selected Project representative(s) at no cost to the Architect. Except for licenses and initial training, Minnesota State assumes no responsibility for any real or potential costs associated with the use of the EPMS by the Architect and their design team members.

3.6.1.11 Pre-Installation conferences are required for the following specific parts:

- Asbestos Abatement
- Waterproofing
- Mortar/Masonry/ Exterior Cladding and through-wall flashings
- Exterior Walls Vapor, Air, and Moisture Barriers
- Aluminum Entrance/Window/Curtain Wall installations and testing
- Sealants
- Building Systems Commissioning, and
- Other conferences as specified and/or required.

3.6.2.1 On-site inspection and construction progress meeting intervals:

*Eight weekly meetings at SCSU, Six one-hour conference calls, three days for system check-out, and contractor mandatory walk through meeting at SCSU.*

Both on-site inspection and construction progress meetings shall occur regularly throughout the construction periods at least once every 1 week(s).

3.6.5.5 Provide complete sets of Record Documents:

a) Drawings

- **Electronic**
  - *AutoCAD* software: 2 of *thumb drives*
  - “Adobe Acrobat” .pdf format: 2 of *thumb drives and upload to e-Builder*
- Printed copy
  - 4 printed full size copy
  - 4 printed half size copy

b) Project Manual

- **Electronic**
  - “Adobe Acrobat” .pdf format: 2 of *thumb drives and upload to e-Builder*
- Printed copy
  - (4) 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 In conjunction with the Architect’s responsibilities described in AIA B101-2017, Article 3.1 and as part of the Basic Services, the Architect’s responsibilities shall include Supplemental Services or shall be Itemized in Section 11.2 or be excluded per the following Table 4.1:

Table 4.1

<table>
<thead>
<tr>
<th>Supplemental Services</th>
<th>Included in Basic Services</th>
<th>Itemize in Section 11.2</th>
<th>Excluded</th>
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<tbody>
<tr>
<td>§ 4.1.1.1 Programming</td>
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<td>§ 4.1.1.2 Multiple preliminary designs</td>
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<td>§ 4.1.1.3 Measured drawings</td>
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<td>§ 4.1.1.4 Existing facilities surveys</td>
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<td>§ 4.1.1.5 Site evaluation and planning</td>
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<td>§ 4.1.1.6 Building Information Model management responsibilities</td>
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<td>§ 4.1.1.7 Development of Building Information Models for post construction use</td>
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<td>§ 4.1.1.8 Civil engineering</td>
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<td>§ 4.1.1.9 Landscape design</td>
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<td>§ 4.1.1.10 Architectural interior design</td>
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<td>§ 4.1.1.11 Value analysis</td>
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<td>§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3</td>
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<td>§ 4.1.1.13 On-site project representation</td>
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<td>§ 4.1.1.14 Conformed documents for construction</td>
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<td>§ 4.1.1.15 As-designed record drawings</td>
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<td>§ 4.1.1.16 As-constructed record drawings</td>
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<td>§ 4.1.1.17 Post-occupancy evaluation</td>
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<td>§ 4.1.1.18 Facility support services</td>
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<td>§ 4.1.1.19 Tenant-related services</td>
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<td>§ 4.1.1.20 Architect’s coordination of the Owner’s consultants</td>
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<td>§ 4.1.1.21 Telecommunications/data design</td>
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<td>§ 4.1.1.22 Security evaluation and planning</td>
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<td>§ 4.1.1.23 Commissioning</td>
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<td>§ 4.1.1.24 Sustainable Project Services pursuant to B3, Minnesota Statutes 16B.325</td>
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<td>§ 4.1.1.25 Fast-track design services</td>
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<td>§ 4.1.1.26 Multiple bid packages</td>
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<td>§ 4.1.1.27 Historic preservation</td>
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<td>§ 4.1.1.28 Furniture, furnishings, and equipment design</td>
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<td>§ 4.1.1.29 Other services provided by specialty Consultants</td>
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<td>§ 4.1.1.30 Other Supplemental Services</td>
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11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

**[Insert below the Architect’s fee for Basic Services.]**
X Thousand and No/100 Dollars ($XX,000.00).

**[Insert below the Architect’s fee for each Project phase]**

a) Schematic Design Phase  $XXX,000.00 (25%)
b) Design Development Phase  $XXX,000.00 (20%)
c) Construction Documents Phase  $XXX,000.00 (25%)
d) Bidding Phase  $XXX,000.00 (2%)
e) Construction Phase  $XXX,000.00 (25%)
f) Project Closeout  $XXX,000.00 (3%)

Total Basic Fees Amount =  $XXX,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.

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

*No Supplemental Services anticipated.*

11.5 The Architect’s total fee for all services of this Agreement, including the basic and supplemental services identifies in Article 3.1 and Article 4.1 is:

**[Insert below the Architect’s fee for Basic Services and Supplemental Services]**
X Thousand and No/100 Dollars ($XXX,000.00).

**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.]**

11.8.1 Compensation for Reimbursable Expenses shall be as follows:

Travel and subsistence expenses actually and necessarily incurred by the Architect and their sub-consultants in performance of this contract shall be included in the Architect’s fee for Basic Services. The Architect shall include printing a minimum of 4 full sets of plans and specifications required at each design phase and two sets of record documents as part of Basic Services.

.1 Fees paid by the Architect for securing approval of authorities having jurisdiction over the Project are included as Reimbursable Expenses.

.2 Reimbursement is allowed for Owner-requested printing, reproductions, plots and standard documents only when the printing services exceeds the printing requirements included in Basic Services.

**The Total Reimbursable Expenses Encumbered in this Agreement shall not exceed a total amount of:**

**[Insert above the Architect’s total Reimbursable Expenses estimated amount, if any.]**
X Thousand and No/100 Dollars ($X,000.00).

12.2 Special Terms and Conditions:

*None*
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 contract 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:
   Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.
   When contract is processed through e-Builder, encumbrance is incorporated into the workflow and signature block below is left unsigned.
   See attached Cover Page “Exhibit A” for Encumbrance Details.
   [INSERT NAME OF COLLEGE/UNIVERSITY]:

   By (authorized signature and printed name)
   Title
   Date

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