**[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:  \_\_\_\_\_\_\_\_\_\_\_ |

**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)**

**For use with Roof Replacement Projects**

**AGREEMENT effective date and end date:**

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 typically 5 years from start date]** 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 begin 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 duly authorized as a [Insert “corporation” or “partnership”] to practice [Insert “architecture”, “engineering”, or “architecture and engineering”] 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 Building Name, if applicable]**

**[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:**

1.1.1The Owner’s program for the Project is:

*[Identify or describe the proposed roof replacement scope. Example as follows:]*

To provide architectural and engineering consulting services for the design and construction administration services for roof replacement of roof Section ***H2*** on the ***Eden Prairie*** Campus ***main*** building.

1.1.2 The Project’s physical parameters are:

[Complete the Predesign Report data below and further describe size, location, dimensions, and other pertinent information.]

The scope shall be in accordance with and as further described in the Project Predesign Report as prepared by [Insert Predesign firm’s name]**,** dated [Insert date].

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

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

[Insert the budgeted Construction Cost.]

***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. Schematic Design phase will be Schematic Design and Design Development phases combined.

*[Identify, if needed, milestone dates, durations or scheduling requirements. Insert any required construction Substantial Completion date(s). If there are multiple phases, include dates for Substantial Completion of each phase.]*

.1 Schematic Design: [insert 00/00/000]

.2 Construction Document: [insert 00/00/000]

.3 Issue Bid Documents: [insert 00/00/000]

.4 Construction start date: [insert 00/00/000]

.5 Substantial Completion date or dates: [insert 00/00/000]

.6 [Insert other milestone dates (if applicable) [insert 00/00/000]

1.1.6 The Owner’s Sustainable Goal for the Project:

Minnesota State requires all roofs in Minnesota be insulated to comply with a minimum R-value of R-35 insulation.

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

Designated Project Manager: [Insert name of campus Project Manager]

Email: [Insert email address]

Address: [Insert address]

System Office Program Manager: [Insert name of System Office Program Manager]

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]

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.]

* + - Asbestos Abatement Design Consultant
    - Masonry Flashings Consultant
    - Exterior Windows and Curtain Wall Consultant
    - Exterior Windows testing firm
    - Others as applicable

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 of Architect’s Project Manager]

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]*

.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]

3.1Scope of Architect’s Basic Services:

*[Review the following paragraphs and detailed contents for applicability with the System Office Program Manager. Remove non-applicable text.]*

In accordance with the most-current editions of the Minnesota State Roof Design Standards and Facilities Design Standards, the Architect shall provide full architectural/engineering services 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]

* Architecture
* Structural
* Mechanical
* Electrical, 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 roof replacement areas for the Project.

The Architect shall confirm the requirements for the Project that have been established in the Predesign Report.

The Architect shall provide architectural and engineering services for the confirmation of existing building materials and conditions. The Architect’s services shall also include the planning, layout, design, drawings, specifications and coordination of structural, masonry, mechanical and electrical requirements with the building design, construction administration, full time observation and testing of roof installation, periodic observation of masonry work (as applicable), and coordination of all work with the Contractor and the campus to minimize disruptions.

3.2.5 Delete paragraph

3.2.5.1 Delete paragraph.

3.2.11 Delete paragraph.

3.2.13 Delete paragraph.

3.3 Delete paragraph.

3.4.1 Based on the Owner’s:

(1) Written approval of the Schematic Design Documents,

(2) Written authorization to start,

(3) Written authorization of any adjustments in the Project requirements and the Owner’s budget for the Cost of the Work

The Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Schematic Design Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that to construct the Work, the Contractor will provide additional information, including: Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

3.4.6The Architect shall provide Construction Documents that conform to the accepted Schematic Design Documents, the Owner’s Design Standards, all schedules accepted by the Owner, and the Cost of the Work. At the Owner’s request, the Architect shall modify the Construction Documents until such documents are acceptable to the Owner.

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

*[Delete those Pre-Installation conferences NOT required and add other Pre-Installation conferences to be required.]*

1. Roofing Systems
2. Mortar/Masonry/ Exterior Cladding and through-wall flashings
3. Window/Curtain Wall installations and testing
4. Sealants, and
5. 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.

4.1The 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. Other services provided by specialty sub-consultants
8. 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) Construction Documents Phase $XXX,000.00 [CBR suggested 30%]

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

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

e) 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), and e) 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

*b) Construction Documents Phase* $XXX,000.00

*c)* Bidding Phase $XXX,000.00

**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) and b) 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) Construction Phase $XXX,000.00

e) Project Closeout $XXX,000.00

**Total Basic Services for future phases d) and e) 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).***

11.2 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

i) Historic preservation $XXX,000.00

k) Other Supplemental Services $XXX,000.00

**Total Supplemental Service compensation shall bexx 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 Articles 3.5 Bidding or Negotiation Phase Services only. Compensation for Article 3.6, Construction Phase Services are hereby deferred from this Agreement pending additional funding to proceed though bidding. Should the Owner decide to continue with the Project beyond the Construction Documents Phase, this 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 Architect has caused the same to be duly executed on its behalf.

**1. ARCHITECT:[INSERT NAME OF ARCHITECT 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: [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 |