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 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.

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:

Herberger Business School Professional Sales Lab
St. Cloud State University
St. Cloud MN 56301

The Owner and Architect agree as follows in reference to the AIA Document B101-2017 sections as provided below:
1.1.1 The Owner’s program for the Project shall be as described in the Power Point, dated September 8, 2021 and Scope of Work dated September 8, 2021.

1.1.2 The Project’s physical characteristics are described in the Owner’s program and any additional documents listed in Section 13.2. New Herberger Business School Professional Sales Lab consisting of 411 square feet remodeling of Centennial Roof Hall Rooms 430 and 431.

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: 
   One Hundred Twenty-seven Thousand and No/100 Dollars $127,000.00
   .2 Amount of the Owner’s Lower Limit, equal to the Cost of the work multiplied by 0.90 is:
   One Hundred Fourteen Thousand and No/100 Dollars $114,300.00

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 and Design Development 12/21/2021
   .3 Construction Document: 01/12/2022
   .4 Issue Bid Documents: 02/02/2022
   .5 Construction start date: 05/09/2022
   .6 Substantial Completion date or dates: 07/25/2022
   .7 Final Completion 08/05/2022

1.1.6 The Owner’s Sustainable Goal for the Project:
The design shall comply with the intent of the current version of B3/SB 2030, although the tracking tool will not be used for this project. Consider energy consumption, material VOC and recycled content, and identify that at least 50% of non-hazardous waste is to be recycled.

1.1.7 The Owner identifies the following representative(s), or their successors, in accordance with Section 5.3:
   Designated Project Manager: Larry Blaiser, Facilities Construction Coordinator
   Email: lblaiser@stcloudstate.edu
   Address: 720 4th Avenue South, St. Cloud MN 56301
   System Office Program Manager: Terry Olsen
   Email: Terry.Olsen@minnstate.edu
   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: NONE

1.1.9 The Owner’s other consultants and contractors may include, but are not limited to the following: NONE

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:
   .1 Mechanical Engineer:
   .2 Electrical Engineer:
   .3 Cost Estimator:
1.1.12 Other Initial Information on which the Agreement is based: 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:
   .1 Architecture
   .2 Mechanical
   .3 Electrical
   .4 Cost Estimating

3.6.1.11 The Architect shall administer pre-installation conferences for the following specific work:
   NONE

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 two week(s).

3.6.5.5 The Architect shall provide to the Owner complete sets of Record Documents:
   .1 Drawings
   • Electronic
     o AutoCAD software: one of thumb drive x-bound referenced
     o “Adobe Acrobat” .pdf format: one copy on thumb drive
   • Printed copy
     o One printed full size copy
     o One printed half size copy
   .2 Project Manual
   • Electronic
     o “Adobe Acrobat” .pdf format: one of thumb drive
   • Printed copy
     o One 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:
   NONE

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 / Design Development Phase $XX,000.00
   b) Construction Documents Phase $XX,000.00
   c) Bidding Phase $XX,000.00
   d) Construction Phase $XX,000.00
   e) Project Closeout $XX,000.00

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.

11.1.2 The Architect shall include printing a minimum of NONE full sets of plans and specifications required at each design phase and ONE of record documents as part of Basic Services.
11.2 For the Architect’s Supplemental Services, the Owner shall compensate the Architect as follows: NONE
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 = $XX,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.]

11.8.3 Compensation for Reimbursable Expenses incurred by the Architect shall not exceed total 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: 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 agreement on behalf of Architect as required by applicable articles, by-laws, resolutions, or ordinances.

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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: ST. CLOUD STATE UNIVERSITY

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4. AS TO FORM AND EXECUTION: ST. CLOUD STATE UNIVERSITY

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