

(INSTRUCTIONS FOR COMPLETING THIS FORM ARE IN RED-COLORED ITALICS AND BRACKETS. COMPLETE EVERY FIELD AND DELETE ALL RED-COLORED TEXT INSTRUCTIONS, INCLUDING THE BRACKETS.)

ATTACHMENT LETTER

to

Standard Form of Agreement Between Owner and Architect Minnesota State Colleges and Universities AIA Document B101-2007 for Roof Replacement

Appropriation Year(s): _____	Cost Center: _____	Object Codes: Fee: _____ Reimbursement: _____ Reimbursables: \$ _____	Amounts Fee: \$ _____ Reimbursables: \$ _____	Vendor Number: _____	P.O. Numbers: Fee: _____ Reimbursables : _____
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BETWEEN the Architect's client identified as 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,"

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]

hereinafter referred to as the "Project."

1.1 Initial Information:

1.1.1 The 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 financial parameters are as follows:

.1 Amount(s) appropriated by the legislature for the Project is (are):

[Insert the appropriation citation(s) and amount(s) as follows:]

Funds amounting to ***X Thousand and No/100 Dollars (\$X00,000)*** have been appropriated pursuant to Minnesota Laws of ***XXXX***, Chapter ***XXX***, Section ***X***, Subdivision ***X***, Higher Education Asset Preservation and Replacement, to be spent in accordance with Minnesota Statutes, section 135A.046.

.2 Amount of the Owner’s budgeted Cost of Work of the Project, hereinafter referred to as the “Construction Cost” is: ***[Insert the budgeted Construction Cost.]***

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

1.1.4 The Owner’s Designated Representative is:

[Insert the name and title of the individual authorized to act on the Owner’s behalf with respect to the Project.]

Project Manager	<i>[Insert name of campus Project Manager]</i>
Telephone	<i>[Insert phone number]</i>
Email	<i>[Insert email address]</i>
Address	<i>[Insert address]</i>

Other Project Contacts include:

VP/CFO	<i>[Insert name of C/U VP or CFO]</i>
Telephone	<i>[Insert phone number]</i>
Email	<i>[Insert email address]</i>
Address	<i>[Insert address]</i>

Program Manager	<i>[Insert name of System Office Program Manager]</i>
Telephone	<i>[Insert phone number]</i>
Email	<i>[Insert email address]</i>
Address	30 7 th Street East, Suite 350, St. Paul, MN 551011

1.1.6 The Owner's other consultants may include, but are not limited to the following:
[Insert the name of any other direct hired Owner consultants, 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

1.1.7 The Architect's Designated Representative is:
[Insert the name and title of the individual authorized to act on the Architect's behalf with respect to the Project.]

Project Manager	<i>[Insert name of Architect's Project Manager]</i>
Telephone	<i>[Insert phone number]</i>
Email	<i>[Insert email address]</i>
Address	<i>[Insert address of firm]</i>

1.2.1 Commencement of construction start: ***[Insert planned construction start date.]***

1.2.2 Substantial Completion date(s): ***[Insert planned construction Substantial Completion date(s). If there are multiple phases, include date for Substantial Completion of each phase.]***

1.4 The time parameters are:
[State the number of calendar days for SD and CD phases as shown below in the example. Identify, if needed, additional milestone dates, durations or scheduling requirements.]

The Architect shall deliver to the Owner for review as follows:

Predesign Verification and Schematic Design shall be delivered for review no later than XX calendar days following the Notice to Proceed; and

Construction Documents shall be delivered for review no later than XX calendar days following authorization to proceed with Construction Documents.

2.1.1 The Architect's primary sub-consultants shall include the following:
[Insert below the firm names and design roles of the Architect's sub-consultants.]

3.1 Scope 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 the following systems/disciplines as applicable:

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 Pre-design Report.

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' architectural, structural, mechanical, and electrical systems to determine capabilities and code issues to support the Project.

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.

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.

3.2.13 Delete all.

3.3 Delete all.

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.

3.4.6 The 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.

3.6.1.11 Pre-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.]

- a) Roofing Systems
- b) Mortar/Masonry/ Exterior Cladding and through-wall flashings
- c) Window/Curtain Wall installations and testing
- d) Sealants, and
- e) Other conferences as specified and/or required.

3.6.2.1 On-site inspection and construction progress meeting intervals:

[Insert below the minimum interval required for on-site inspections and construction progress meetings.]

On-site construction progress meetings shall occur regularly throughout the construction periods at least once every X week(s). Full time roof construction observation is required.

3.6.5.5 Two complete set of Record Documents in electronic medium or form:

[Insert the specific electronic medium format required. The default is AutoCAD, most-current version.]

.3 All Record Documents, including the Project Manual and the Drawings, shall be prepared using ***[Insert AutoCAD or other]*** software, as agreed to with the Owner, on computer disk(s) with organized files' indexes as reviewed and approved in advance, in writing, by the Owner. Also provide on computer disk(s), a complete set of Record Documents, both the Project Manual and the Drawings, in an "Adobe Acrobat" .pdf format.

4.1 The Architect's responsibilities shall include Additional Services as follows:

In conjunction with the Architect's responsibilities described in Article 3.1, the Architect shall provide the following Additional Services as part of the Basic Services:

[List and describe below other Additional Services as required, if applicable.]

11.1 The Architect's fee for all Basic Services listed in Article 3 is:

[Insert below the Architect's fee for Basic Services.]

X Thousand and No/100 Dollars (\$XX,000.00).

11.2 The Architect's fee for Additional Services is:

Architect's fees for Additional Services as listed in Article 4.1 of this Attachment Letter shall be considered to be part of the fee for Basic Services as described in Articles 11. 1 and 11.3 of this Attachment.

[List and describe below other Additional Services fees as required, if applicable, from Article 4.1.]

X Thousand and No/100 Dollars (\$XX,000.00).

11.3 The Architect's net total fee for all services of this Agreement, including the additional services listed in Article 4.1 is: **X Thousand and No/100 Dollars (\$XXX,000.00).**

[Insert above the Architect's total fee and insert below the Architect's fee for each Project phase, and for listed additional services, if any.]

a)	Schematic Design Phase	\$ XX,XXX.00
b)	Construction Documents Phase	\$ XX,XXX.00
c)	Bidding Phase	\$ XX,XXX.00
d)	Construction Administration (CA) Phase - Part A	\$ XX,XXX.00
e)	Construction Administration (CA) – Observation & Testing – Part B	\$ XX,XXX.00
f)	Project Closeout <i>[5% of total fee]</i>	\$ XX,XXX.00
	Total Fees Amount =	\$XXX,XXX.00

Total Fees Amount Encumbered in this Agreement = \$XXX,XXX.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 not all services will be encumbered in this Agreement initially, then complete the partial fees encumbrance example or similar as follows:]

Example:

a)	Schematic Design Phase	\$ XX,XXX.00
b)	Construction Documents Phase	\$ XX,XXX.00
	Subtotal of Initial Services Fee =	\$ XX,XXX.00

Total Fees Amount Initially Encumbered in this Agreement = \$ XX,XXX.00

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

c)	Bidding Phase	\$ XX,XXX.00
d)	Construction Administration (CA) Phase - Part A	\$ XX,XXX.00
e)	Construction Administration (CA) – Observation & Testing – Part B	\$ XX,XXX.00
f)	Project Closeout <i>[5% of total fee]</i>	\$ XX,XXX.00
	Subtotal of Added Services Fee =	\$ XX,XXX.00

Total Fees, all Phases (including future phases) = \$XXX,XXX.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. Fees for c), d), and e) are contingent upon future funding and these Articles will be reinstated by means of Amendment(s) to this Agreement when funding becomes available at the fees agreed to in this Agreement or potentially adjusted for inflation.]

11.7 The hourly billing rates for the Architect and Architect's Consultants are as follows:

Not 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.

- .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 when the Architect provides printing services.

The Total Reimbursable Expenses Encumbered in this Agreement shall not exceed a total amount of *X Thousand* and No/100 Dollars (*\$X,000.00*).

[Insert above the Architect's total Reimbursable Expenses estimated amount, if any.]

13.1 Special Terms and Conditions: NA

[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.]

13.2 Signatures: *(Sign 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. The location of final execution of this Agreement is in Ramsey County of the State of Minnesota.

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]:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

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