**[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:\_\_\_\_\_\_\_ | Amounts$\_\_\_\_\_\_\_\_\_ | Vendor Number:\_\_\_\_\_\_\_\_\_\_\_ | P.O. Numbers:\_\_\_\_\_\_\_\_\_\_\_ |

**B105 PROJECT ATTACHMENT**

**to**

**MINNESOTA STATE AIA Document B105–2017**

**Standard Form of Agreement Between Owner and Architect, as currently amended by Owner (hereinafter AIA B105-2017)**

AGREEMENT effective date and end date**:**

This contract is effective on **[INSERT FULL DATE (e.g., January 29, 2013)]** or upon the date the final required signature is obtained by Minnesota State, whichever occurs later, and shall remain in effect **[INSERT FULL DATE (e.g., January 29, 2013), date to be at least 12 months from substantial completion 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.

**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.

## 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 provide **[Insert “architecture”, “engineering”, or “architecture and engineering”]** servicesin 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, 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 B105 Agreement sections as provided below:**

The Owner’s program for the Project shall be as described in **[the Request for Proposal]**, dated **[Insert date].**

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

### [Insert the budgeted Cost of the Work X Thousand and No/100 Dollars ($XX,000.00)

The Owner’s anticipated design and construction schedule milestone dates are as follows**:**

#### [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. **Design phase milestone dates:**
2. **Construction start date:**
3. **Substantial Completion date:**
4. **Other milestone dates:**

The Owner identifies the following representative(s):

Project Manager **[Insert name of campus Project Manager]**

Telephone **[Insert phone number]**

Email **[Insert email address]**

Address **[Insert address]**

Other Project Contacts may include:

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

Telephone **[Insert phone number]**

Email **[Insert email address]**

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

The Owner may contract other consultants to review the Architect’s submittals to the Owner or provide testing and/or observation services during construction as follows:

#### [Insert the name of any other directly-hired Owner consultants, if known.]

The Architect identifies the following representative in accordance with 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]**

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

### Structural Engineer:

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

**ARTICLE 1 ARCHITECT’S RESPONSIBILITIES**

**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 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 as applicable to the Project.

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

1. Project correspondence and meeting minutes
2. cost estimates
3. Schedules
4. Design phase submittals, reviews and approvals
5. Design Standards variance requests and reviews
6. Bidding and construction documents
7. Bids, bid tabulations, evaluations and recommendations
8. Construction contract modifications, including Requests For Information (RFIs), Supplemental Instructions (SIs), Proposal Requests (PRs), Construction Change Directives (CCDs), and Change Orders (COs)
9. Financial correspondence, including invoices and Applications for Payment
10. Construction submittals, including construction schedules, product data, shop drawings, and samples
11. Construction closeout documents, and
12. 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.

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

#### [Insert those Pre-Installation conferences required for the Project]

On-site inspection and construction progress meeting intervals:

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

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

Provide complete sets of Record Documents:

a) 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

b) 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.

**ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT**

**6.1 The Architect’s total fee for Basic Services of this Agreement is:**

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

#### [Insert below the Architect’s fee for each Project phase, and for listed additional services, if any.]

***Percentage***

* + 1. **Design Phase *$XX,000.00 (55%)***
		2. ***Bidding Phase $XX,000.00 (5%)***
		3. ***Construction Administration Phase $XX,000.00 (35%)***
		4. ***Construction Closeout $XX,000.00 (5%)***

***Total Fees Amount = $XX,000.00***

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

Partial payments for **a), b), c) and d)** 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.

**6.2 & 6.3 Reimbursable Expenses:**

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 two full sets of plans and specifications required at design and bidding phases 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).

**Special Terms and Conditions:**

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

[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. CONTRACTOR: [INSERT NAME OF CONSULTANT FIRM]**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR 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 |