

Appropriation Year(s): _____	Cost Center: _____	Object Codes: Fee: _____ Reimbursement: _____	Amounts Fee: \$ _____ Reimbursables: _____	Vendor Number: _____	P.O. Numbers: Fee: _____ Reimbursables: _____
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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 Technical & Community College**, 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:

Advanced Manufacturing Training Lab
St. Cloud Technical & Community College
St. Cloud, Minnesota

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 Project Pre-Engineering Report prepared by GLT Architects, dated November 8, 2019.

1.1.2 The Project’s physical characteristics are described in the Owner’s program and any additional documents listed in Section 13.2. *The Advanced Manufacturing Training Lab would be located at the SCTCC campus at 1540 Northway Drive, St. Cloud MN 56303. The lab would be built by enclosing 3,525 square feet of courtyard space adjacent to the space that now houses SCTCC’s Manufacturing Technology programs and renovating 4,108 square feet of existing space.*

The proposed building addition will include constructing two new exterior walls in the courtyard area, with double doors of a width and height to accommodate a forklift truck for moving equipment. New steel columns and beam would be added to support the structure, with framing to support drywall on the interior walls.

The building addition will also include rooftop solar panels, which will provide opportunities for students to learn and maintain solar energy systems, part of the A.A.S. in Energy & Electronics program.

Renovation of existing space will include demolition of walls and removal of doors and frames to accommodate a new layout, and replacement of lighting in training lab areas. Asbestos abatement would take place to address the presence of vermiculite in exterior walls being demolished. Upgraded electrical distribution would be added to allow for teaching 240V, 3-phase systems and to meet needs of new equipment. Water and gas hookups would be added as required for new equipment, as well as floor drains and an eye wash station.

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 Construction of the Project is:
One Million, Four Hundred Twelve Thousand, Eight Hundred Forty-five and No/100 Dollars (\$1,412,845.00) and the amount for the FF&E budget is: Two Million, Five Hundred Thirty-one Thousand, Four Hundred and 00/100 Dollars \$2,531,400.
- .2 Amount of the Owner’s Lower Limit, equal to the Cost of the work multiplied by 0.90 is:
One Million, Two Hundred Seventy-one Thousand, Five Hundred Sixty and 50/100 Dollars (\$1,271,560.50) and the amount for the FF&E budget is: Two Million, Two Hundred Seventy-eight Thousand, Two Hundred Sixty and 00/100 Dollars \$2,278,260.

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 **four** weeks of Owner review time for each design phase unless noted otherwise.

- | | |
|---|------------|
| .1 Schematic Design Submission: | 02/26/2021 |
| .1.1 Schematic Design Review completion | 03/29/2021 |
| .2 Design Development Submission: | 07/01/2021 |
| .2.1 Design Development Review completion: | 07/30/2021 |
| .3 Construction Document Submission: | 12/10/2021 |
| .3.1 Construction Document Review completion: | 01/10/2022 |
| .3.2 Secure State and Local Approvals | 02/11/2022 |
| .4 Issue Bid Documents: | 02/14/2022 |
| .5 Construction start date: | 05/02/2022 |
| .6 Substantial Completion date or dates: | 08/18/2023 |
| .7 Final Completion | 09/22/2023 |

1.1.6 The Owner’s Sustainable Goal for the Project:
The design shall comply with Minnesota State statute of diverting a minimum of 50% of construction waste from landfill.

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

Designated Project Manager: Lori Kloos
Email: lkloos@sctcc.edu
Address: 1540 Northway Dr., St. Cloud, MN 56303

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 that may be required to review the Architect's submittals to the Owner are as follows: [firm name TBD]

- Owner's Project Representative:
- Construction Testing and Inspection services firm:
- Waterproofing Consultant for conformity with Minnesota State standards:
- Masonry Flashings Consultant:
- Exterior Windows and Curtain Wall Consultant for conformity with Minnesota State standards):
- Mechanical and Electrical Systems Commissioning Consultant:
- Building Temperature Control Systems Consultant:
- Roofing Inspection and Testing firm (for conformity with Minnesota State standards during Construction Administration Phase):

1.1.9 The Owner's other consultants and contractors may include, but are not limited to the following: [firm names TBD]

- Site Property Survey firm:
- Geotechnical Engineering firm:
- Hazardous Material Abatement Design Consultant:
- Hazardous Material Abatement Contractor:

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, at a minimum, the following consultants identified and as required to provide Basic Services listed in 3.1 below: [Insert firm name and primary contact name of Architect's consultants. Delete not applicable consultants below]

- .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: NONE

3.1 The Architect's Basic Services are based on the Minnesota State Design Standards, most-current edition in accordance with the current Minnesota State Building Codes and Energy Codes. 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 Interior Finishes, fixture and equipment (FF&E) design
- .3 Structural Engineering
- .4 Mechanical Engineering, include fire protection and integration of the campus energy management system
- .5 Electrical Engineering including Solar design, telecommunications, data, security, audio/visual, instructional technology and low voltage design

- .6 Roofing consultant familiar with Minnesota State Colleges and Universities requirements
- .7 Curtainwall designer familiar with Minnesota State Colleges and Universities requirements
- .8 Civil Engineering
- .9 Cost Estimating
- .10 Energy Modeler
- .11 Construction Inspector for Federal EDA

3.6.1.11 The Architect shall administer pre-installation conferences for the following specific work:

- .1 Asbestos Abatement coordination (design and monitoring shall be by another Owner Consultant)
- .2 Concrete formwork, placing, and shoring
- .3 Waterproofing
- .4 Mortar/Masonry/ Exterior Cladding and through-wall flashings
- .5 Exterior Walls Vapor, Air, and Moisture Barriers
- .6 Roofing Systems
- .7 Aluminum Entrance/Window/Curtain Wall installations and testing
- .8 Sealants
- .9 Building Systems Commissioning, and
- .10 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 one (1) week.

3.6.5.5 The Architect shall provide to the Owner complete sets of Record Documents:

- .1 Drawings
 - Electronic
 - AutoCad software: two (2) of thumb drive
 - "Adobe Acrobat" .pdf format: two (2) of thumb drive
 - Printed copy
 - Two (2) printed full size copy
 - Two (2) printed half size copy
- .2 Project Manual
 - Electronic
 - "Adobe Acrobat" .pdf format: Two (2) of thumb drive.
 - Printed copy
 - Three (3) 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:

- .1 Significant Modification beyond 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 Furniture, furnishings, and equipment design beyond plan layout, cost and schedule
- .7 Other services provided by specialty sub-consultants

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) Design Development Phase | \$XXX,000.00 | [CBR suggested 20%] |
| c) Construction Documents Phase | \$XXX,000.00 | [CBR suggested 30%] |
| d) Bidding Phase | \$XXX,000.00 | [CBR suggested 5%] |
| e) Construction Phase | \$XXX,000.00 | [CBR suggested 20%] |
| f) Project Closeout | <u>\$XXX,000.00</u> | [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), 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.

Total Basic Service Fees for all Phases including future phases shall be xx Thousand and No/100 Dollars (\$XX,000.00).

11.1.2 The Architect shall include printing a minimum of four (4) full sets of plans and specifications and two (2) half-size scalable plans required at each design phase and Three (3) of record documents in addition to a complete .pdf set in an "Adobe Acrobat" pdf format, uploaded to the Owner's Enterprise Project Management System as part of Basic Services. 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 |
| f) Security evaluation and planning | \$XXX,000.00 |
| j) Furniture, furnishings, and equipment design | \$XXX,000.00 |
| k) Other Supplemental Services | \$XXX,000.00 |

Total Supplemental Service compensation shall be xx 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.]

11.8.3 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:

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.

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE: St. Cloud Technical & Community College

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 Technical & Community College

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION: St. Cloud Technical & Community College

By (authorized signature and printed name)
Title
Date