

State of Maine
ARCHITECT / ENGINEER AGREEMENT

Standard Department of Education Supplement B

Concept Design through Completion of Project
Consulting Services

This Agreement amends and supplements the Core Consulting Services Agreement and subsequent Supplemental Agreements by and between insert name of school administrative unit hereinafter called the **Owner** and insert company name of Architect or Engineer firm hereinafter called the **Consultant**.

BGS Project No.: none

Other Project No.: _____

For the following Project: brief name of project at facility or SAU name, municipality, Maine.

Upper limit of Consultant's Compensation including reimbursables: \$0.00 (from § 1.1).

Consultant design fee: 5.00% (from § 1.1).

Budgeted construction cost: \$0.00 (from Attachment C – *Project Budget*).

Budgeted project cost: \$0.00 (from Attachment C – *Project Budget*).

Target Issued for Bid date: 1 January 2000 (from Attachment B – *Project Schedule*).

Target Substantial Completion date: 1 January 2000 (from Attachment B – *Project Schedule*).

➤ *Revisions to the Agreement are as follows:*

➤ Amend section 1.1 under **Article 1 Compensation and Payments** by adding section 1.1 below.

1.1 The Consultant's Compensation shall not exceed **\$0.00** and shall be computed as the sum of Basic Services, Additional Services and Reimbursable Expenses, as shown below.

1.1.1 Basic Services Fee (sum of items below) (*Stipulated Sum*)**\$0.00**
 Fee Credit amount (*Stipulated Sum*).....(**\$0.00**)

.1	Schematic Design Documents	15% =	<u>\$0.00</u> +	<u>\$0.00</u>
.2	Design Development Documents	20% =		<u>\$0.00</u>
.3	Construction Documents	35% =		<u>\$0.00</u>
.4	Construction Procurement	5% =		<u>\$0.00</u>
.5	Construction Contract Administration	25% =		<u>\$0.00</u>

The Basic Services Fee for this Project is based on a negotiated fee rate of **5.00%** of the estimated Cost of the Work, and includes the design of Alternate Bid items. The credit amount applied to the Schematic Design Documents phase is documented in section 1.1.1 of the *Standard Department of Education Supplement A* for this Agreement.

1.1.2 Additional Services Fee (sum of items below) (*not used*)**\$0.00**

.1		<i>(not used)</i>		<u>\$0.00</u>
.2		<i>(not used)</i>		<u>\$0.00</u>
.3		<i>(not used)</i>		<u>\$0.00</u>
.4		<i>(not used)</i>		<u>\$0.00</u>
.5		<i>(not used)</i>		<u>\$0.00</u>

Hourly rates shall be included in Attachment A, *Professional Rate Schedule* for use on this project based on rates negotiated by the Owner and the Consultant. When both Stipulated Sum fees and Hourly Rate fees are used select “Mixed fees, not-to-exceed” for the subtotal fee amount. Provide a detailed description of the services to be performed for each item shown in the table above in Attachment C, *Project Requirements*.

1.1.3 Reimbursable Expenses (sum of estimated items below).....**\$0.00**

.1	Transportation in connection with this Project and other pre-authorized travel reimbursed at the prevailing State of Maine rate per mile at the time the expense is incurred (no mark-up allowed)	<u>\$0.00</u>
.2	Application fees paid for securing approval of Authorities Having Jurisdiction (AHJ) over the Project	<u>\$0.00</u>
.3	Paper reproductions- excluding those required for submissions to AHJ or for Consultant's or Subconsultant's in-office use	<u>\$0.00</u>
.4	Postage, handling and delivery of the Instruments of Service	<u>\$0.00</u>
.5	Other: <u>none</u>	<u>\$0.00</u>

➤ Amend **Article 1 Compensation and Payments** by adding section 1.9 below.

1.9 Bid Contingency and Project Contingency funds may be expended only with the written approval of the Owner and DOE. The Consultant shall be compensated using a negotiated rate not more than the fee rate noted in section 1.1.1 above.

- 1.9.1 Bid Contingency funds may be used for those Alternate Bid items requested by the Owner and previously approved by DOE if the accepted Base Bid does not exceed the available funds identified on the budget sheet.
- 1.9.2 The cost of approved Alternate Bids will be drawn from the “State/Local” or “Local Only” Bid Contingency funds identified on the budget sheet.
- 1.9.3 The cost of Construction Contract Change Orders and Consultant fees for those Change Orders will be drawn from the project contingency funds identified on the budget sheet.
- 1.9.4 No Consultant fee shall be allowed on any Change Order item attributed to Consultant errors or omissions.

➤ *Amend Article 4 Consultant’s Responsibilities, Project Evaluation by adding section 4.2.6 below.*

4.2.6 If the Consultant did not provide the DOE Concept Design Phase for this Project, the Consultant shall provide a preliminary evaluation of the information furnished by the Owner under this Agreement, which should include the site conditions, Owner’s program and schedule requirements, and budget for the Cost of the Work. The Consultant shall review such information to confirm that it is consistent with the requirements of the Project. The Consultant shall notify the Owner of any other information or consultant services which may be needed for the Project.

➤ *Amend Article 4 Consultant’s Responsibilities, Design Services by adding sections 4.4.9 through 4.4.12 below.*

4.4.9 The Consultant shall provide Design Development Documents based on the approved *Concept Design* documents and the budget for the Cost of the Work. The Design Development Documents shall include the following:

- a. a refinement of the drawings submitted for Design Documentation during the Concept Development phase setting and illustrating the size and character of the project in all of its essential parts,
- b. a Project Manual including specifications that identify the major materials and systems, and establishing their general quality levels,
- c. a detailed cost estimate based on the Project Manual specifications and the drawings for this phase, and
- d. a recommendation defining Filed Sub-bid trades to be handled through the Maine Construction Bid Depository.

4.4.10 If the cost estimate is more than the funds available, the Owner and DOE shall require the Consultant to make revisions in order to align the construction cost to the budget and to resubmit the drawings, specifications and Project Manual and updated cost estimate to the Owner and DOE for approval. Any changes, or revised design efforts shall not generate an increase of the Consultant’s fee, except by prior mutual agreement of the parties named above.

4.4.11 The Consultant shall provide a set of Construction Documents indicated to be 99% complete for the purpose of review by the Owner and DOE. The submission must include the Project Manual in the MasterFormat 2004 format with Division 00 Procurement and Contracting Requirements completely edited for this project, the list of Alternate Bid items, any proposed Allowances, an updated cost estimate, et cetera. The

Consultant shall note whether each Alternate Bid item is either designed to manage the bid costs or requested by the Owner as a “Local Only” expense. The Consultant shall not change the scope of work, building systems or finish materials after this submission without explicit written permission of the Owner and DOE.

4.4.12 The Consultant shall base the cost estimate on the 99% complete Construction Documents set and current construction costs. If this estimate exceeds available funds for construction, the Consultant and the Owner and DOE shall reevaluate the project in order to:

- a. make any changes or revisions that do not materially alter the intent of the project, or
- b. incorporate certain Alternate Bid items that does not contradict or interfere with the basic project concept; or
- c. combine elements of items a and b above.

Any such changes, revisions or redesign shall not entail an increase of the Consultant’s fee, except by mutual agreement of the parties named above.

➤ *Delete section 4.5 **Construction Procurement** under **Article 4 Consultant’s Responsibilities** and replace with section 4.5 below.*

4.5.1 The Consultant shall assist the Owner and DOE with arranging for Bidding Documents reproduction and distribution to prospective bidders. The Consultant shall assist in managing the distribution of Documents which includes the recording of plan holder information; recording, holding and returning deposits; and distributing Addenda.

4.5.2 The Consultant shall prepare responses to questions and provide clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of Addenda during the bid period.

4.5.3 The Consultant shall consider bidder requests for substitutions of products or materials, if permitted in the Construction Documents, and shall provide responses to such requests in the Addenda.

4.5.4 The Consultant shall assist the Owner and DOE in obtaining bids and conducting bid evaluations for conformity with the Bidding Documents.

4.5.5 The Consultant shall participate in the opening of the bids, and documentation and distribution of the bid results, as needed by the Owner and DOE.

4.5.6 The Consultant shall consult with the Owner and DOE regarding the evaluation and validation of bids and the award of a construction contract.

4.5.7 The Consultant shall create a conformance set of documents at the close of the Construction Procurement phase which incorporates all Addenda items generated during that period of time into the drawings and specifications.

- *Delete section 4.6.12 under **Article 4 Consultant’s Responsibilities** and replace with section 4.6.12 below.*

4.6.12 The Consultant shall not issue any orders for substantial changes in the construction contract unless and until approved in writing by the Owner and DOE.

- *Delete section 4.6.14 under **Article 4 Consultant’s Responsibilities** and replace with section 4.6.14 below.*

4.6.14 The Consultant shall develop a proposal for additional services, if necessitated by any proposed Change Order or Construction Change Directive, for approval by the Owner and DOE.

- *Delete section 5.7 under **Article 5 Owner’s Responsibilities** and replace with section 5.7 below.*

5.7 The Owner and DOE shall, in the event the lowest bona fide bid or negotiated bid exceeds the Cost of the Work, implement one of the following options.

- a. cooperatively revise the Project scope, or design parameters as needed to align with the project budget, or
- b. agree to have the Owner apply to the State Board of Education for approval of an increase in the project budget, and also to have the Owner authorize additional local funds based on a successful local referendum vote, or
- c. allow the Owner, in consultation with DOE, to authorize re-bidding the Project within a reasonable period of time, or
- d. allow the Owner, in consultation with DOE, to terminate the project.

- *Delete section 11.7 under **Article 11 Miscellaneous Provisions** and replace with section 11.7 below.*

11.7 A written agreement between the Consultant and the Owner, approved by DOE, shall be created prior to the commencement of any additional services by the Consultant. Such services may include the following, or other services:

- a. fundamental project programming documents or detailed program analysis,
- b. design changes directed by the Owner after the Owner’s written approval of a design phase,
- c. design changes directed by authorities having jurisdiction over the project which contradicts previous direction, through no fault of the Consultant,
- d. interior design or other furniture, fixtures and equipment (FF&E) services,
- e. services for the Maine Department of Environmental Protection permits,
- f. professional services made necessary by the default of the Contractor,
- g. professional services made necessary by certain Change Orders, subject to negotiation,

- *Amend **Article 12 Other Provisions** by adding section 12.1 below.*

12.1 In addition to the Owner’s review of submittals, the Department of Education School Facilities Program shall review all Consultant submittals to the Owner.