

**State of Maine
ARCHITECT / ENGINEER AGREEMENT**

Standard Department of Education Supplement A

**Pre-Design through Concept Design
Consulting Services**

This Agreement amends and supplements the Core Consulting Services Agreement 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.

➤ *Revisions to the Agreement are as follows:*

➤ *Amend Article 13 Attachments by adding this document as **Attachment F**.*

➤ Delete section 1.1 under Article 1 Compensation and Payments and replace with 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	Space Allocation	<u>Stipulated Sum</u>	<u>(\$0.00)</u>	<u>\$0.00</u>
.2	Site Development	<u>Stipulated Sum</u>	<u>(\$0.00)</u>	<u>\$0.00</u>
.3	Building Design	<u>Stipulated Sum</u>	<u>(\$0.00)</u>	<u>\$0.00</u>
.4	Concept Design	<u>Stipulated Sum</u>	<u>(\$0.00)</u>	<u>\$0.00</u>

The Basic Services Fee is based on negotiated amounts, which is the sum of the items in the right hand column in the table above. The Fee Credit amount is the sum of the portions of each fee item above which will be credited in a potential future Agreement for design services on this project. When both Stipulated Sum fees and Hourly Rate fees are used the amount shall be represented as an aggregate “mixed fees, not-to-exceed” fee amount.

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

.1	Facility Program Review	<u>(not used)</u>	<u>\$0.00</u>
.2	Measured Drawings of Existing	<u>(not used)</u>	<u>\$0.00</u>
.3	Environmental Review	<u>(not used)</u>	<u>\$0.00</u>
.4	Topographic and Boundary Survey	<u>(not used)</u>	<u>\$0.00</u>
.5	Geotechnical Engineering	<u>(not used)</u>	<u>\$0.00</u>
.6	Traffic Engineering	<u>(not used)</u>	<u>\$0.00</u>
.7	New vs. Renovation Analysis	<u>(not used)</u>	<u>\$0.00</u>
.8	Site Selection	<u>(not used)</u>	<u>\$0.00</u>
.9	<u>Additional Service, if any</u>	<u>(not used)</u>	<u>\$0.00</u>
.10	<u>Additional Service, if any</u>	<u>(not used)</u>	<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 section 1.4 by adding section 1.4.4 below.*

1.4.4 The Consultant, Owner, and the Department of Education (DOE) shall negotiate the Consultant's cost for Planning Board or Zoning Board meetings in excess of the two stated in §4.4.11.3 b, up to a maximum of \$500.00 per meeting. All costs for additional meetings in excess of the two identified in §4.4.11.3 b shall be borne by the Owner (local school administrative unit) only.

➤ *Delete section 1.5 and replace with section 1.5 below.*

1.5 Compensation for a change in services of the Consultant or Subconsultants shall be based on the Consultant's Professional Rate Schedule (see Attachment A – *Professional Rate Schedule*), if feasible. Any change of the scope of services and compensation shall be negotiated by the Consultant and the Owner and defined in a fully executed Supplemental Agreement, approved by DOE, prior to commencement of such services.

➤ *Delete section 1.6 and replace with section 1.6 below.*

1.6 Compensation to the Consultant for design services specific to Alternate Bid items shall be based on the final cost estimate, as follows. For Alternate Bid items accepted and made part of the Construction Contract, the Consultant's Fee shall be 100% of the negotiated fee rate multiplied by the estimated amount for that item [$1.00 \times (\text{fee rate} \times \text{estimated dollar value})$]. For Alternate Bid items not accepted, that is, not made part of the Construction Contract, the Consultant's Fee shall be 75% of the negotiated fee rate multiplied by the estimated amount for that item [$0.75 \times (\text{fee rate} \times \text{estimated dollar value})$].

➤ *Amend Article 1 Compensation and Payments by adding section 1.8 below.*

1.8 The Consultant shall submit each original invoice to DOE for approval, sending a simultaneous facsimile of the invoice to the Owner. The Owner shall make timely payments to the Consultant.

1.8.1 The Consultant shall use the invoice form provided by DOE, or a similar form pre-approved by DOE.

1.8.2 The Consultant may arrange Consultant invoicing during the Construction Contract Administration phase to correspond with the percentage of the work completed by the Contractor as shown on the approved Contractor requisition.

➤ *Delete section 4.3.1 under Article 4 Consultant's Responsibilities, Project Administration and replace with section 4.3.1 below.*

4.3.1 The Consultant shall consult with the Owner and DOE as necessary, research applicable design criteria, attend Project meetings, communicate with members of the Project team and issue progress reports.

- *Delete sections 4.3.6 through 4.3.8 under **Article 4 Consultant's Responsibilities, Project Administration** and replace with sections 4.3.6 through 4.3.8 below.*

4.3.6 The Consultant shall submit design documents to the Owner for purposes of evaluation and approval at intervals appropriate to the design process and consistent with the Project Schedule, Requirements and Budget. The Consultant shall proceed to subsequent phases only after explicit approval by the Owner and DOE. The Consultant shall rely on written commentary and approvals received from the Owner and DOE in the further development of the design.

4.3.7 The Consultant shall provide Record Drawings to the Owner showing all revisions made during construction. There shall not be any additional costs to the Owner or DOE for these modifications to the Drawings.

4.3.8 The Consultant shall preside at design phase meetings, the pre-bid and pre-construction conferences, and monthly construction pay application meetings and provide minutes of those meetings to the Owner and other attendees. The Consultant shall prepare and distribute minutes of any meeting with the Owner or DOE to the Owner and DOE within ten working days of the meeting.

- *Amend **Article 4 Consultant's Responsibilities, Project Administration** by adding sections 4.3.9 and 4.3.10 below.*

4.3.9 The Consultant shall submit minutes to the Owner of all meetings the Consultant attends with the Owner. The Owner shall distribute approved meeting minutes to the Building Committee. The Consultant shall prepare and distribute minutes of all meetings with DOE to the Owner and DOE within ten business days of each meeting.

4.3.10 The Consultant acknowledges the Department of Education is the majority source of funds supporting this project. The Consultant shall follow the directives of DOE even if those directives may not be endorsed by the local School Board or Building Committee. The purpose of DOE direction to the Consultant is to assure uniformity of construction and finishes on projects funded by State, or combined State and local funds.

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

4.4.9 New Construction versus Renovation Analysis

When required as an Additional Service, the Consultant shall submit to the Owner and DOE for approval an analysis as outlined in the current Department of Education School Construction Project Workbook.

4.4.10 Site Selection

When required as an Additional Service, the Consultant shall submit to the Owner and DOE for approval:

- .1 An analysis as outlined in the current Department of Education School Construction Project Workbook;
- .2 An analysis pursuant to Department of Education Rules Chapter 60;
- .3 An itemized opinion of probable site construction costs; and

- .4 All necessary drawings and supporting documents to be presented at a public meeting scheduled by the Owner.

The Consultant will assist the Owner in obtaining Site Approval from the State Board of Education upon approval of the work detailed in in this section.

4.4.11 Concept Approval

The Consultant shall follow the Educational Specifications provided by the Owner and the Building Guidelines in the Department of Education's Project Workbook. The Consultant shall submit to the Owner and DOE the following items as necessary to obtain State Board of Education Concept Approval.

.1 Space Allocation

- a Completed Space Allocation Workbook as outlined in the current Department of Education School Construction Project Workbook. This work shall be based on the Owner-provided update and refinement of its Mission Statement, enrollment projections, and Education Specifications.
- b ***Insert other items or "not used"***

.2 Site Development

The Consultant shall create schemes to integrate the Owner's program into the site design. The Consultant shall prepare a cost estimate and a Project Schedule. The Consultant shall create scaled drawings showing:

- a Building location and orientation
- b Vehicular access and parking
- c Pedestrian access to buildings
- d Principal site contours
- e Relationships to other structures
- f Landscape features

.3 Building Design

The Consultant shall create and present site plans, floor plans, principal building elevations and building sections. The Consultant shall review and apply all applicable federal, state, and local codes and report the effect of those codes on the design, schedule and budget of the project.

- a Presentation of Project. The Consultant shall prepare drawings and supporting documents and shall present these at a public meeting with a straw vote as scheduled by the Owner. This meeting shall be held prior to the State Board of Education Concept Approval presentation.
- b Planning Board and Zoning Board Presentation. The Consultant shall attend at least two Planning Board or Zoning Board of Appeals meetings if requested by the Owner.
- c Supporting Documentation. The Consultant shall submit a cost estimate, with budget backup information and a Project Schedule.

.4 Concept Design

The Consultant shall submit concept design documents to the Owner and DOE. These documents shall include, as a minimum, the following:

- a Site Development Plan
- b Floor plans
- c Plan details showing furniture layouts
- d Exterior elevations

- e Building sections
- f Wall sections
- g Description of the project including rationale for its design and an overview of the building's important architectural, structural, mechanical, and electrical features, concept strategies for energy saving components, and 2-year school operating costs

Upon approval of the presentation detailed in §§ 4.4.11.1 through 4.4.11.4 the Consultant will assist the Owner in obtaining Concept Approval from the State Board of Education.

4.4.12 Public Hearing

The Consultant shall attend and assist the Owner at a public hearing held prior to the local referendum vote.

➤ *Delete sections 4.6.12. through 4.6.14 under Article 4 Consultant's Responsibilities, Construction Contract Administration and replace with sections 4.6.12 through 4.6.14 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.

4.6.13 The Consultant shall prepare Change Orders and Construction Change Directives for approval by the Owner and DOE and for execution in accordance with the Contract Documents. The Consultant may authorize minor changes in the Work consistent with the intent of the Contract Documents which do not modify the Contract Sum or the Contract Time. The Consultant shall prepare and distribute Drawings and Specifications which describe changes in the Work.

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 5.1 under Article 5 Owner's Responsibilities and replace with section 5.1 below.*

5.1 The Owner and DOE shall provide full information to the Consultant about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that matches the project requirements. The Owner and DOE shall provide design criteria, including space requirements and relationships, special equipment and systems, and site requirements.

➤ *Delete sections 5.5 and 5.6 under Article 5 Owner's Responsibilities and replace with sections 5.5 and 5.6 below.*

5.5 The Owner shall communicate about matters relating to the Contract Documents primarily through the Consultant to the Subconsultants and through the Consultant to the Contractor. The Owner shall simultaneously or punctually thereafter notify DOE of such communications.

5.6 The Owner and DOE shall manage the Project Budget and inform the Consultant and the Contractor, as necessary, of revisions to the budget. Bid and Project Contingency funds may be expended only with written approval of the Owner and DOE.

➤ *Delete sections 5.8 through 5.10 under Article 5 Owner's Responsibilities and replace with sections 5.8 through 5.10 below.*

5.8 The Owner shall advise the Consultant and DOE of any known Owner-related reviews or approval processes of third parties which the Consultant and DOE may not be aware, yet requires work of the Consultant.

5.9 The Owner shall coordinate the services provided by the Owner's other consultants with those services provided by the Consultant and their Subconsultants. The Owner shall simultaneously notify DOE of such coordination of services.

5.10 The Owner shall provide timely responses to the Consultant's recommendations and advice. The Owner shall perform all responsibilities as expeditiously as possible, consistent with normal skill and care and the orderly progress of the Project. The Owner shall simultaneously notify DOE of such responses.

➤ *Amend Article 5 Owner's Responsibilities by adding sections 5.11 through 5.13 below.*

5.11 The Owner shall provide a Mission Statement, current enrollment projections, and the Education Specifications.

5.12 The Owner shall provide the Consultant and DOE, as needed, timely written review comments after receipt of required submissions from the Consultant.

5.13 The Owner shall send minutes to DOE of all School Board and Building Committee meetings conducted relative to this project and throughout the duration of the project.

➤ *Delete sections 11.7 and 11.8 under Article 11 Miscellaneous Provisions and replace with sections 11.7 and 11.8 below.*

11.7 A written agreement between the Consultant and the Owner, approved by BGS, 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,

11.8 Notwithstanding any other provision of this Agreement, if the Owner does not receive sufficient funds to fund this Agreement or funds are de-appropriated, or if the Owner does not receive legal authority from the Maine State Legislature or Maine Courts to expend funds intended for this Agreement, then the Owner is not obligated to make payment under this Agreement; provided, however, the Owner shall be obligated to pay for services satisfactorily performed prior to any such non-appropriation in accordance with the termination provisions of this agreement. The Owner shall timely notify the Consultant of any non-appropriation and the effective date of the non-appropriation.

➤ *Amend Article 11 Miscellaneous Provisions by adding section 11.11 below.*

11.11 The Owner and DOE may elect to contract for the work of the project in phases. If the Owner negotiates an Agreement for that work with the Consultant of this Agreement, the Consultant shall credit a designated portion of the fee of this Agreement toward the anticipated full service fee.

➤ *Delete Attachment D - Project Budget.*