

Architect/Engineer Agreement Form

State of Ohio Professional Services Agreements for Public Facility Construction

This Agreement is made as of the date set forth below between the State of Ohio, acting by and through the Contracting Authority, and the Architect/Engineer in connection with the Project.

Project Number: <insert project number>
Project Name: <insert project name>
 Site Address: <insert street address>
 <insert city, county>

Owner: <insert name>
 Owner's Representative: <insert name>
 Address: <insert street address>
 <insert city, state zip code>

Contracting Authority: <insert name>
 Project Manager: <insert name>
 Address: <insert street address>
 <insert city, state zip code>

Architect/Engineer ("A/E"): <insert name>
 A/E's Principal Contact: <insert name>
 Address: <insert street address>
 <insert city, state zip code>

ARTICLE 1 - SCOPE OF WORK; CONSTRUCTION BUDGET; EDGE COMMITMENT

1.1 The A/E shall perform and provide all of the Services described in the Agreement.

1.1.1 The project delivery method for this Project shall be <insert project delivery method>.

1.1.2 During the Construction Stage, the A/E and appropriate Consultants shall be present at the Site not less than <insert number of on-Site hours per week during Construction Stage> hours per week (excluding travel time to and from the Site) whenever any Work is in preparation or progress, unless otherwise expressly provided in writing by the Contracting Authority.

1.2 The Construction Budget is \$<insert Construction Budget amount>.

Two-Year Colleges may delete Section 1.3 below. Otherwise, enter the percentage.

1.3 The A/E shall contract with EDGE-certified Business Enterprise(s) for not less than <insert A/E's EDGE commitment> percent of the A/E's total compensation.

ARTICLE 2 - COMPENSATION

2.1 The total compensation for the A/E's Services is \$<insert total compensation amount>, which includes the sum of (1) the Basic Fee, (2) Additional Services Fees, and (3) Reimbursable Expenses. The Owner shall pay the total compensation amount to the A/E in exchange for the A/E's proper, timely, and complete performance of the Services.

2.2 Basic Fee.

2.2.1 For Basic Services provided by the A/E and all Consultants in accordance with the **A/E Scope of Services** attached as **Exhibit B**, the Owner shall pay the A/E the Basic Fee of \$<insert amount of Basic Fee>, which shall not be exceeded without the prior written approval of the Contracting Authority and Owner, and an amendment to this Agreement. The Basic Fee is subject to the following allocation:

Use the table below for General Contracting, Multiple-Prime, and Multiple-Prime / CM Adviser projects. After entering the percentages and amounts, delete any unused rows and unused tables.

Project Stage/Task	Associated Fee	Portion of Basic Fee
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Project Stage/Task	Associated Fee	Portion of Basic Fee
Program Verification- Stage	\$«insert fee amount»	«insert percentage»%
Schematic Design- Stage	\$«insert fee amount»	«insert percentage»%
Design Development- Stage	\$«insert fee amount»	«insert percentage»%
Construction Documents- Stage	\$«insert fee amount»	«insert percentage»%
Bidding and Award- Stage	\$«insert fee amount»	«insert percentage»%
Conformed Documents	\$«insert fee amount»	«insert percentage»%
Construction- Stage	\$«insert fee amount»	«insert percentage»%
Closeout Deliverables	\$«insert fee amount»	3%
Total Basic Fee	\$«insert fee amount»	100%

Use the table below for CM at Risk projects. After entering the percentages and amounts, delete any unused rows and unused tables.

Project Stage/Task	Associated Fee	Portion of Basic Fee
Program Verification- Stage	\$«insert fee amount»	«insert percentage»%
Schematic Design- Stage	\$«insert fee amount»	«insert percentage»%
Design Development- Stage	\$«insert fee amount»	«insert percentage»%
Construction Documents- Stage	\$«insert fee amount»	«insert percentage»%
GMP Proposal and Amendment	\$«insert fee amount»	«insert percentage»%
Construction- Stage	\$«insert fee amount»	«insert percentage»%
Closeout Deliverables	\$«insert fee amount»	3%
Total Basic Fee	\$«insert fee amount»	100%

Use the table below when engaging a Criteria A/E for Design-Build projects. After entering the percentages and amounts, delete any unused rows and unused tables.

Project Stage/Task	Associated Fee	Portion of Basic Fee
Concept and Design Criteria- Stage	\$«insert fee amount»	«insert percentage»%
Best Value Selection- Stage	\$«insert fee amount»	«insert percentage»%
Preconstruction- Stages	\$«insert fee amount»	«insert percentage»%
Construction and Closeout	\$«insert fee amount»	«insert percentage»%
Total Basic Fee	\$«insert fee amount»	100%

2.3 Additional Services Fees.

2.3.1 For Additional Services provided by the A/E and all Consultants, the Owner shall pay the A/E Additional Services Fees of up to \$«insert amount of Additional Services Fees», which shall not be exceeded without the prior written approval of the Contracting Authority and Owner, and an amendment to this Agreement. For Additional Services performed by a Consultant, Additional Services Fees shall be based on the Consultant’s associated invoices to the A/E, and may include an A/E mark-up of «insert percentage» percent. Additional Services Fees are subject to the following allocation:

Description of Additional Services	AllowanceNTE/LS*	Associated Fee
Change Order Fee Allowance at «insert %» percent	¥NTE	\$«insert fee amount»
Special Inspections	«¥NTE/ALS»	\$«insert fee amount»
Geotechnical Investigation	«¥NTE/ALS»	\$«insert fee amount»
«insert description»	«¥NTE/ALS»	\$«insert fee amount»
«insert description»	«¥NTE/ALS»	\$«insert fee amount»
«insert description»	«¥NTE/ALS»	\$«insert fee amount»
«insert description»	«¥NTE/ALS»	\$«insert fee amount»
«insert description»	«¥NTE/ALS»	\$«insert fee amount»
Total Additional Services Fees		\$«insert fee amount»

* NTE = Not to Exceed Amount / LS = Lump Sum

2.4 Reimbursable Expenses.

2.4.1 For Reimbursable Expenses incurred by the A/E and all Consultants, the Owner shall pay the A/E up to \$«insert amount of Reimbursable Expenses», which shall not be exceeded without the prior written approval of the Contracting

Authority and Owner, and an amendment to this Agreement. No A/E or Consultant mark-up shall be permitted on Reimbursable Expenses. Reimbursable Expenses are subject to the following allocation:

For Criteria A/E Agreements in Design-Build projects, delete Plan Approval and Stormwater Permit lines below. Otherwise, enter the amounts.

Description	<u>Allowance</u> <u>E/LS*</u>	Associated Amount
Additional Review Document Printing	<u>Y</u> NTE	\$«insert fee amount»
Plan Approval Fees	<u>Y</u> NTE	\$«insert fee amount»
Stormwater Permit Fees	<u>Y</u> NTE	\$«insert fee amount»
«insert description»	<u>«Y</u> NTE/ <u>N</u> LS »	\$«insert fee amount»
«insert description»	<u>«Y</u> NTE/ <u>N</u> LS »	\$«insert fee amount»
«insert description»	<u>«Y</u> NTE/ <u>N</u> LS »	\$«insert fee amount»
«insert description»	<u>«Y</u> NTE/ <u>N</u> LS »	\$«insert fee amount»
«insert description»	<u>«Y</u> NTE/ <u>N</u> LS »	\$«insert fee amount»
Total Reimbursable Expenses		\$«insert fee amount»

* NTE = Not to Exceed Amount / LS = Lump Sum

ARTICLE 3 - KEY PERSONNEL

3.1 The A/E’s key personnel for the Project are:

- 3.1.1 «insert name», Senior Management Lead;
- 3.1.2 «insert name», Project Management Lead;
- 3.1.3 «insert name», Project Design Lead – «insert discipline name (e.g. Architecture, Interior Design, Mechanical, Electrical, Plumbing, Technology)»;
- 3.1.4 «insert name», «insert Project Architect or Project Engineer»;
- 3.1.5 «insert name», Specification Writer;
- 3.1.6 «insert name», Scheduler;
- 3.1.7 «insert name», Quality Control Lead – «insert discipline name»;
- 3.1.8 «insert name», Construction Contract Administrator.

Edit the above list as appropriate for the project.

3.2 The identities of the principal personsA/E’s key personnel, and the extent of their participation in performing the A/E’s services as identified above, shall not be altered without the Contracting Authority’s prior written consent.

3.3 The A/E shall dismiss from the Project any individual employed by the A/E or Consultant who the Contracting Authority finds, in its sole discretion, to be incompetent, guilty of misconduct, or detrimental to the Project.

ARTICLE 4 - CONSULTANTS

4.1 The A/E’s Consultants for the Project are:

- 4.1.1 «insert discipline»:
- «insert firm name»
- «insert firm address»
- «insert firm address»

«insert consultant contact name, title»
«insert consultant contact name, title»

4.1.2 «insert discipline»:

«insert firm name»
«insert firm address»
«insert firm address»

«insert consultant contact name, title»
«insert consultant contact name, title»

Edit the above list as appropriate for the project.

ARTICLE 5 - GENERAL PROVISIONS

5.1 Effectiveness.

5.1.1 It is expressly understood by the A/E that none of the rights, duties, and obligations described in the Contract Documents shall be valid and enforceable unless the Director of the Office of Budget and Management first certifies that there is a balance in the Owner's appropriation not already encumbered to pay existing obligations and until all relevant statutory provisions of the Ohio Revised Code, including ORC Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of such funds is approved by the State Controlling Board, or other applicable approving body.

5.1.2 In addition, if federal funds are to be used to pay fees and expenses under this Agreement, none of the rights, duties, and obligations contained in this Agreement shall be binding on any party until the Owner gives the A/E written notice that such funds are available from the Owner's funding source.

5.1.3 Subject to **Section 5.1.1**, the Agreement shall become binding and effective upon execution by the Contracting Authority, Owner, A/E, and Ohio Attorney General.

5.1.3.1 If the A/E is a joint venture, (1) each individual joint venturer shall (a) sign the Agreement in its own name and (b) be a party to the Contract, and (2) the Contract shall be binding on and apply to all joint venturers jointly and severally.

5.1.3.2 If the A/E is a limited liability company, which the Contracting Authority reasonably believes to be a special purpose or similar entity, the Contracting Authority may in its discretion require the limited liability company and each member of the limited liability company to (1) sign the Agreement in its own name and (2) be a party to the Contract. In that case, the Contract shall be binding on and apply to the limited liability company and to all of its members jointly and severally.

5.1.4 This Agreement may be executed in several counterparts, each of which shall constitute a complete original Agreement, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

5.2 Representations.

5.2.1 The A/E represents and warrants that it is not subject to an unresolved finding for recovery under ORC Section 9.24. If this representation and warranty is found to be false, the Agreement is void, and the A/E shall immediately repay to the Owner any funds paid under this Agreement.

5.2.2 The A/E hereby certifies that neither the A/E nor any of the A/E's partners, officers, directors, shareholders nor the spouses of any such person have made contributions in excess of the limitations specified in ORC Section 3517.13.

5.2.3 The A/E, by signature on this Agreement, certifies that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws.

5.2.4 The A/E affirms to have read and understands Executive Order 2011-12K and shall abide by those requirements in the performance of this Agreement. Notwithstanding any other terms of this Agreement, the State reserves the right to recover any funds paid for services the A/E performs outside of the United States for which it did not receive a waiver. The State does not waive any other rights and remedies provided the State in this Agreement.

ARTICLE 6 - ENUMERATION OF DOCUMENTS

6.1 This Agreement includes the following documents:

6.1.1 A/E Standard Terms and Conditions attached as Exhibit A;

6.1.2 A/E Scope of Services attached as Exhibit B;

6.1.3 Minimum Stage Submission Requirements attached as Exhibit C;

6.1.4 Contracting Definitions attached as Exhibit D; and

6.1.5 A/E Special Terms and Conditions attached as Exhibit E.

The following Treasurer's Certification is required on all Contracts for Projects by and for Two-Year Colleges.
For all other Contracts, delete the Treasurer's Certification below.

TREASURER'S CERTIFICATION

This signature certifies the amount required to meet the obligation in the fiscal year in which this Agreement is made has been lawfully appropriated for such purpose and is in the treasury or in process of collection to the credit of an appropriate fund free from any previous encumbrances.

Signature

Printed Name
Chief Financial Officer

Institutions of Higher Education may revise "State of Ohio" to "Owner" in the upper right block below.
If the Project is locally administered, delete the "Owner's Concurrence" signature in the lower left block and the associated rows of the table below.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth below:

«INSERT A/E'S NAME»

STATE OF OHIO

Signature

Signature

Printed Name

Printed Name

Title

Title

~~OWNER'S CONCURRENCE~~«INSERT
~~OWNER'S NAME~~»
by «insert Owner's name»~~Owner's Concurrence~~

OHIO ATTORNEY GENERAL
Approval as to Form

Signature

Printed Name

Title

Purchase Order No.

Signature

Printed Name

Title

Date

If the A/E is a corporation, partnership, sole proprietorship, or limited liability company, use the table above. If the A/E is a joint venture or special purpose entity, use the table below. Then delete the unused table and this note.

«INSERT A/E'S NAME»
 by «insert Joint Venturer/Member's name»

STATE OF OHIO
 by «insert Contracting Authority's name»

Signature

Printed Name

Title

Signature

Printed Name

Title

by «insert Joint Venturer/Member's name»

OWNER'S CONCURRENCE
 by «insert Owner's name»

Signature

Printed Name

Title

Signature

Printed Name

Title

Purchase Order No.

OHIO ATTORNEY GENERAL
Approval as to Form

Signature

Printed Name

Title

Date

END OF DOCUMENT

Version Control Document