

# 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>.

1.1.1.1.2 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 ~~Fee~~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 Basic 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 ~~the~~ 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, ~~and this note~~.

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%
<b>Total Basic Fee</b>	<b>\$«insert fee amount»</b>	<b>100%</b>

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

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

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, ~~and this note~~.

Project Stage/Task	Associated Fee	Portion of Basic Fee
Organizational Meeting	\$«insert fee amount»	«insert percentage»%
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»%
<b>Total Basic Fee</b>	<b>\$«insert fee amount»</b>	<b>100%</b>

**2.3 Additional Services ~~Fee-Fees~~.**

2.3.1 For Additional Services provided by the A/E and all Consultants, the Owner shall pay the A/E ~~the~~ Additional Services ~~FeeFees~~ of up to \$«insert amount of Additional Services ~~FeeFees~~», which shall not be exceeded without the prior written approval of the Contracting Authority and ~~the~~ Owner, and an amendment to this Agreement. ~~The~~ Additional Services ~~Fee is~~ ~~Fees are~~ subject to the following allocation:

Description of Additional Services	Allowance	Associated Fee
Change Order Fee Allowance at «insert %» percent	Y	\$«insert fee amount»
Special Inspections	«Y/N»	\$«insert fee amount»
Geotechnical Investigation	«Y/N»	\$«insert fee amount»
«insert description»	«Y/N»	\$«insert fee amount»
«insert description»	«Y/N»	\$«insert fee amount»
«insert description»	«Y/N»	\$«insert fee amount»

Description of Additional Services	Allowance	Associated Fee
«insert description»	«Y/N»	\$«insert fee amount»
«insert description»	«Y/N»	\$«insert fee amount»
<b>Total Additional <u>Services</u> Fees</b>		<b>\$«insert fee amount»</b>

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 the Owner, and an amendment to this Agreement. 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	Allowance	Associated Amount
Additional Review Document Printing	Y	\$«insert fee amount»
Plan Approval Fees	Y	\$«insert fee amount»
Stormwater Permit Fees	Y	\$«insert fee amount»
«insert description»	«Y/N»	\$«insert fee amount»
«insert description»	«Y/N»	\$«insert fee amount»
«insert description»	«Y/N»	\$«insert fee amount»
«insert description»	«Y/N»	\$«insert fee amount»
«insert description»	«Y/N»	\$«insert fee amount»
<b>Total Reimbursable Expenses</b>		<b>\$«insert fee amount»</b>

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 Administrator.

*Edit the above list as appropriate for the project.*

3.2 The identities of the principal persons, 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 a 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»  
~~«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»  
~~«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~~Owner's appropriation not already encumbered to pay existing obligations and until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to ~~O.R.C.~~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 5-1-15.1.1**, the Agreement shall become binding and effective upon execution by the Contracting Authority, ~~the~~ Owner, ~~the~~ A/E, and ~~the~~ Ohio Attorney General.

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 Architect/Engineer/A/E Standard Terms and Conditions attached as Exhibit A;
6.1.2 Architect/Engineer/A/E Scope of Services attached as Exhibit B;
6.1.3 Minimum Stage Submission Requirements attached as Exhibit C;
6.1.4 Document 00-71-00-Contracting Definitions attached as Exhibit D; and
6.1.5 Architect/Engineer/A/E Special Terms and Conditions attached as Exhibit E.

Delete 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 if the Project is completely funded by State appropriations.

TREASURER'S CERTIFICATION

IT IS HEREBY CERTIFIED that This signature certifies the moneys amount required to meet the obligations of the Board of Trustees of the «INSERT OWNER'S NAME» under the foregoing Contract have obligation in the fiscal year in which this Agreement is made has been lawfully appropriated for such purposes purpose and are is in the treasury of the «INSERT OWNER'S NAME» or are in the process of collection to the credit of an appropriate fund; free from any previous encumbrance encumbrances.

Signature

Printed Name

Treasurer/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 CM'S/A/E'S NAME»

STATE OF OHIO

Signature

Signature

Printed Name

Printed Name

Title

Title

OWNER'S CONCURRENCE

ATTORNEY GENERAL APPROVAL

«INSERT OWNER'S NAME»

Owner's Concurrence

OHIO ATTORNEY GENERAL

Approval as to Form

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

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*Title*

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*Title*

\_\_\_\_\_  
*Date*

**END OF DOCUMENT**