

ARCHITECTURAL/ENGINEERING SERVICES AGREEMENT

_____ Agreement No. _____

_____ Date: _____

The Owner and the Architect/Engineer (A/E) named below do hereby enter into an agreement under the terms described in the following sections:

Authorization
Compensation
Project Management Conditions
Site Visits for Construction Phase

MWBE Utilization
Schedule of Performance
Scope of Work
Conditions of the Agreement

AUTHORIZATION TO PROCEED

A/E:

Owner:

Phone _____
Fax _____
E-mail _____

Acting through the
Department of Enterprise Services
Facilities Division,
Engineering and Architectural Services

I certify by signing below that my professional licenses and Washington State business licenses are current.

By _____

By _____

Title _____

Title Assistant Program Manager

Date _____

Date _____

UBI No. _____

Fed. Tax Id. No. _____

MWBE Certification No. _____

COMPENSATION

SUMMARY FOR SERVICES RENDERED UNDER THIS AGREEMENT

Article II Basic Services Compensation \$ _____
Article III Additional Services Compensation \$ _____
Not to Exceed Agreement Grand Total \$ _____

BASIC SERVICES COMPENSATION BREAKDOWN

Compensation for Basic Services described herein shall be based on a fixed price fee. In accordance with Article V and VI, the Maximum Allowable Construction Cost (MACC) for Basic Services defined in Article II shall be \$ _____ and a fee percentage of ____%.

Bid Package No. ____

Basic Service Compensation shall be calculated as defined below:

		<i>Fee %*</i>		<i>MACC</i>		<i>Fee</i>
Schematic Design:	18%	of _____%	of	\$ _____	=	\$ _____
Design Development:	20%	of _____%	of	\$ _____	=	\$ _____
Construction Documents:	31%	of _____%	of	\$ _____	=	\$ _____
Bidding Phase:	2%	of _____%	of	\$ _____	=	\$ _____
Construction Phase:	27%	of _____%	of	\$ _____	=	\$ _____
Completion Phase:	2%	of _____%	of	\$ _____	=	\$ _____
Basic Services Total					=	\$ _____

* Please note that the fee percentage has been rounded to two digits past the decimal point.

QUALITY ASSURANCE

The Consultant shall provide a written Quality Assurance Program for projects with a MACC of \$1 million and greater for Owner review and approval. The Consultant shall administer the approved Quality Assurance Program in accordance with Article XII.

ADDITIONAL SERVICES CONDITIONS

- When the A/E is authorized by the Owner to perform services in accordance with Article III, the following standard rates shall apply:

Principals of the Firm - Maximum Dollars/Hour:

- (a) When performing duties as principal (a) \$200.00
- (b) When working on project production (b) \$150.00

Employees of the Firm - Multiplier:

- (a) Multiplier times employees direct salary (a) 3.2
(Multiplier shall compensate the A/E for overhead and profit. Direct salary does not include fringe benefits.)
- (b) Shall not exceed (b) \$150.00

Subconsultants:

- (a) A/E handling fee for subconsultants (a) 10%

The maximum Principal and Employee rates used above for the Consultant shall also apply for subconsultants.

2. Travel: Travel within a 50 mile radius is not reimbursable. Travel between a 50 and 350 mile radius may be negotiated as an additional service at not greater than the approved state rate (see OFM guidelines at <http://www.ofm.wa.gov/resources/travel.asp>). Any cost reimbursement for travel beyond the 350 mile radius requires written justification and prior approval from the Owner. Per Diem Rates shall be in accordance with OFM guidelines.
3. Payment requests for reimbursable expenses per Article VII shall reference the original written authorization (this Agreement, or Amendment) and shall include an itemized breakdown of the billing indicating unit cost and quantity of each item billed, copies of any supporting invoices, and/or other supplemental data as may be required by the authorization. Also include a summary sheet showing accumulation of reimbursable expenses with a breakdown by each authorization.
4. Miscellaneous, routine overhead expenses such as telephone costs, mail, clerical supplies, computer, copying, fax, transportation, etc. incurred in the normal process of performing basic services or additional services are not reimbursable.

PROJECT MANAGEMENT CONDITIONS

The designated Owner's representative for this project in accordance with Article I, is __, Project Manager for the Facilities Division, Engineering and Architectural Services.

The A/E agrees that the persons designated below shall serve in the indicated capacities for all services contemplated under this Agreement; and that they shall serve in said capacity for the duration of the Agreement, and that they shall not be changed without written approval from the Owner, unless they prove to be unsatisfactory to the Owner or cease to be in the employ of the A/E:

Principal in Charge; responsible for general overall project direction: __

Project Manager; to act as the A/E's representative in all dealings with the Owner and to exercise direct and personal control over all the A/E's activities contemplated herein: __

Construction Administrator; to be the A/E's representative in all dealings with the construction contract(s) and to exercise direct and personal control over all the A/E's construction phase activities contemplated herein: __

SITE VISITS FOR CONSTRUCTION PHASE - BASIC SERVICES

In accordance with ARTICLE II, Section F: of the Conditions of the Agreement, the A/E shall observe the construction in progress as follows:

Architect/Engineer once each _____.

Sub-Consultant's site visit intervals shall only apply when associated construction activities are underway at the project site.

Sub-Consultants:

Mechanical ___ visits per ___
Electrical ___ visits per ___
Civil ___ visits per ___
Structural ___ visits per ___
Other ___ visits per ___

Sub-Consultants once each _____.

VOLUNTARY MWBE UTILIZATION

The following voluntary MWBE participation goals have been established for this project:

Minority Business Enterprise (MBE) _____ (10%, or 12% if DES job)
Women Business Enterprise (WBE) _____ (6%, or 8% if DES job)

Achievement of the goals is encouraged. The Consultant may contact the Office of Minority and Women's Business Enterprises (OMWBE) to obtain information on certified firms for potential subconsultants.

The Consultant shall send written notification to the E&AS project manager within thirty (30) days following execution of this Agreement listing MWBE firms the A/E intends to use, the tax identification number (TIN) for each firm and the anticipated dollar value of participation.

SCHEDULE OF PERFORMANCE

Schedule for Performance, Bid Package No. _

Schematic Design Phase
Design Development Phase
Contract Document Phase
Bid Opening
Construction
Completion

Schedule for Performance for Additional Services shall be as indicated in the Scope of Work.

SCOPE OF WORK

BASIC SERVICES

Delete if not needed: Consultant Selection was completed under Project No. _____.

ADDITIONAL SERVICES

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CONDITIONS OF THE AGREEMENT

All work as part of this Agreement is to be executed in accordance with the State of Washington Conditions of The Agreement, dated May 2005, and as stipulated in this Agreement.

AGREEMNT