

Appendix D

University of Maine System

Supplementary Requirements to AIA Document B201-2007 Standard Form of Architect's Services formerly B141-1997 Part 2

This document provides the Architect's scope of services only and must be used with AIA Document B102-2007, Standard Form of Agreement Between Owner and Architect as modified by University of Maine Supplementary Requirements to provide the Architect's sole scope of services.

§ 1.1 Replace existing § 1.1 with the following:

§ 1.1 AIA B201 2007 is intended to be an attachment to AIA B102 2007 for the same project and is to define the scope of design and contract administrative services for the project. Exhibit A, Initial Information is required.

§ 1.2 Delete § 1.2 entirely. Note: See Exhibit A § 1.4 for dates.

Article 2 Replace existing with the following: Article 2 Scope of Architect's Services

§ 2.1 Replace existing § 2.1 with the following:

§ 2.1 The Architect's Basic Services consist of those described in Article 2 and include usual and customary structural, mechanical, electrical engineering services, and the following:

1. Assist with File Bids § 2.5.2.2.6;
2. Civil engineering;
3. Landscape design;
4. Detailed cost estimating;
5. Telecommunications/data design;
6. Furniture, Furnishings and Equipment;
7. Services necessitated by the Owner's request for extensive Environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
8. Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

9. Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
10. Preparation for, and attendance at, a public presentation, meeting or hearing;
11. Providing record documents, including but not limited to: as-designed drawings, as-constructed drawings, record specifications;
12. Post occupancy evaluation
13. Coordination of Owner's consultants;
14. Evaluation of the qualifications of bidders or persons providing proposals; and
15. Assistance to the Initial Decision Maker, if other than the Architect.

§ 2.1.7 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 6.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in an attached exhibit, and identify the exhibit.)

Additional Services	Responsibility (Architect, Owner Or Not Provided)	Location of Service Description <i>is in an exhibit attached to this document and identified below.</i>
§ 2.1.7.1 Programming		
§ 2.1.7.2 Multiple preliminary designs		
§ 2.1.7.3 Measured drawings		
§ 2.1.7.4 Existing facilities surveys		
§ 2.1.7.5 Site Evaluation and Planning (B203 Tm 2007)		
§ 2.1.7.6 Building information modeling		
§ 2.1.7.7 Architectural Interior Design (B252 Tm 2007)		
§ 2.1.7.8 Value Analysis		
§ 2.1.7.9 On-site project representation		
§ 2.1.7.10 Conformed construction documents		
§ 2.1.7.11 Facility Support Services		

§ 2.1.7.12	Tenant-related services		
§ 2.1.7.13	Security Evaluation and Planning		
§ 2.1.7.14	Commissioning		
§ 2.1.7.15	Extensive environmentally responsible design responsible design		
§ 2.1.7.16	LEED Certification		
§ 2.1.7.17	Fast-track design services		
§ 2.1.7.18	Historic Preservation		

§ 2.2.8 The Architect shall request from the University additional soils information if the Architect believes the soils information provided by the University is insufficient to properly design the facility.

§ 2.4.3 Add the following to § 2.4.3

§ 2.4.3 **The Project Manual.** The Architect shall compile the Project Manual, which will include the bidding requirements, sample forms, Conditions of the Contract and Specifications. Subdivide Project Manuals into sections numbered in accord with CSI MasterFormat 2004, or most recent version. All individual sections must use CSI three-part section format for 2008 or most recent version

§ 2.4.3.1 **Training.** All Project Manuals shall have a requirement that the Contractor provide a training session for University maintenance employees on operation and maintenance of building systems. These training sessions shall provide special emphasis on mechanical systems, electrical systems, control systems, life safety systems, communications systems, and owner operated systems. The length of the training session should be determined by the complexity and extent of the building systems with a minimum training session allocation being two hours.

§ 2.5.2.2.6 **File Bids.** In most cases, for projects with an estimated cost in excess of \$1,000,000, Maine Bid Depository services are to be used. The University, through the Project Manager and the Architect, shall decide which portions of the Work shall be File Bid. The Architect shall contact Associated Constructors of Maine or similar organization to reserve a date for use of the Bid Depository. The date should be no less than five days prior to the scheduled date for submission of base bids. In cases where filed sub-bids are used, the Architect shall support the University.

§ 2.6.1.1 Replace the existing § 2.6.1.1 with the following:

§ 2.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA document A201-2007, General Conditions of the Contract for Construction as modified by the University of Maine System Supplementary Conditions to AIA A201-2007 (most current version). Other modifications by the Owner and Contractor shall not affect the Architect's services under this Agreement unless the Owner and Architect amend this Agreement.

§ 2.6.1.4 **Reporting of Wages.** For projects requiring State Minimum Wage rates, at the Preconstruction Conference and at the time of each submission of a Requisition for Payment, the

Architect shall remind the General Contractor of the requirement to submit to the Project Manager monthly records identifying the names and occupation of all workers employed by them and independent contractors working under contract with them in connection with the construction project, as required by Title 26 M.R.S.A. Chapter 15 Preference to Maine Workers and Contractors, including but not limited to the following:

§ 1310. Wage and benefits rates to be kept posted

A clearly legible statement of all fair minimum wage and benefits rates to be paid the several classes of laborers, workers and mechanics employed on the construction on the public work must be kept posted in a prominent and easily accessible place at the site by each contractor and subcontractor subject to sections 1304 to 1313.

§ 1311 Wage and benefit record of contractor

The contractor and each subcontractor in charge of the construction of a public work shall keep an accurate record showing the names and occupation of all laborers, workers and mechanics employed by them and all independent contractors working under contract with them in connection with the construction on the public works. The record must also show for all laborers, workers, mechanics and independent contractors the hours worked, the title of the job, the hourly rate or other method of remuneration and the actual wages or other compensation paid to each of the laborers, workers, mechanics and independent contractors. A copy of such record must be kept at the job site and must be open at all reasonable hours to the inspection of the Bureau of Labor Standards and the public authority that let the contract and its officers and agents. It is not necessary to preserve those records for a period longer than 3 years after the termination of the contract. A copy of each such record must also be filed monthly with the public authority that let the contract. The filed record is a public record pursuant to Title 1, chapter 13, except that the public authority letting a contract shall adopt rules to protect the privacy of personal information contained in the records filed with the public authority under this section, such as Social Security numbers and taxpayer identification numbers. The rules may not prevent the disclosure of information regarding the classification of workers or independent contractors and the remuneration they receive. Such rules are routine technical rules as defined by Title 5, chapter 375, subchapter 2-A.

The submitted records may not reveal information other than described above such as Social Security number, employee identification number, or employee address or phone number. If records are received with information other than described above, they will be returned to the General Contractor for revision and resubmission.

In the event that a public request is made inspect those records, and it is found that the records are not complete, the Architect shall direct the Contractor to immediately provide complete records.

The monthly submission must include hours worked, title of the job, hourly rate or other method of remuneration and the actual wages or other compensation paid to each.

§ 2.6.1.5 Sales & Excise Tax. The University of Maine System is an Instrumentality and an Agency of the State of Maine and is exempt from State of Maine Sales and Use Tax and by Federal determination from Federal Excise Taxes.

No Sales and Use Tax or Federal Excise Tax should be included for any supplies, material or equipment purchased for permanent inclusion in a University facility.

§ 2.6.6.6 Project Closeout Services. These Services will have a value of five percent (5%) of University of Maine System Supplementary Requirements to B201 ver 1.1 05-21-12

the total design Agreement and the services will commence at the time of certification of Substantial Completion and will end at the time of Final Acceptance of the project. The services do not alter the responsibilities of the Architect that extend through the one year correction period. The services involve completion of all requirements under the Standard Agreement for Architectural Services for submission of tests, reports, approvals, warranties, notices to surety, lien releases, record drawings, record project manual, Owner's Manuals and any other completion tasks stated in the Agreement. Record project manual shall contain copies of all Addenda and Change Orders. Specific Closeout Services **include:**

§ 2.6.6.6.1 Record Drawings.

- .1 The Architect shall provide to the University at the completion of the work a complete set of electronic (CAD) files for the project. It shall include all drawings used in the project and be provided in .dwg format (where not possible, .dxf format may be an acceptable alternative). Drawings shall include all modifications resulting from Change Orders or other significant changes incorporated into the drawings at completion of construction. Also, provide an electronic copy of the project manual showing changes that were a result of Addenda, Change Orders or product substitutions. Document shall be in Microsoft Word or PDF.
- .2 Provide an electronic copy in AutoCAD format of the floor plans with no attributes or blocks. These plans are for use in the University's Computer Aided Facilities Management software. The University will provide a template .dwg file for the architect to enter appropriate information on the available layers.
- .3 Structural drawings or floor plans shall show design live load for each floor and roof.
- .4 Lighting plans shall show design lighting levels for each room. (NOTE: Room "Lighting Levels" should also appear on the Contract Drawings)
- .5 Record Drawings to show room numbering in accord with Room Numbering Plan.

§ 2.6.6.6.2 Owner's Manual. The Architect shall provide the University with two copies of an Owner's Manual at the completion of the project. This manual is intended to provide information to assist in the proper operation and maintenance of the facility. The following paragraphs are intended to describe the format of the Owner's Manual, which shall be in four parts, organized in a loose leaf binder with the project name on the front cover.

Part I - Contractors and Suppliers

- A. Index
- B. Name, address and telephone number of General Contractor
- C. Name, address, telephone number and trade for all major subcontractors, organized by specification section.
- D. Name, address and item supplied for major material suppliers, organized by specification section.

Part II - Submittals

Copies of catalog cuts and submittals of materials incorporated into the project and that may require repair or replacement. Submittals would include schedules for colors, hardware, lighting fixtures, etc. Materials are to be organized by specification section.

Part III - Guarantees and Warranties

Copies of all guarantees or warranties required by project manual, organized by specification section.

Part IV - Operation and Maintenance Information

Copies of operation and maintenance manuals for equipment installed in the facility, to include parts lists, lubrication schedules, etc. Organize materials by appropriate specification section. Electronic spreadsheet, in Microsoft Excel format, listing all room numbers and room names for downloading into University's CAFM software.

§ 3.1 This entire section was replaced by § 2.1.7.

§ 3.2 Delete the entire section.

§ 3.3.1 The following requirements from § 3.3.1 were moved to § 2.1: § 3.3.1.2, § 3.3.1.5, §3.3.1.6, § 3.3.1.7, § 3.3.1.9, and § 3.3.1.11.

§ 3.3.2 The word “further” is removed from § 3.3.2.

§ 3.3.2.6 Replace the existing § 3.3.2.6 with the following:

§ 3.3.2.6 To the extent the Architect’s Basic Services are affected, providing Construction Phase Services after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier; however, the period of time must be in excess of 60 days or 20% of the total time period, whichever is greater.

§ 3.3.3 Replace the existing § 3.3.3 with the following:

§ 3.3.3 The Architect shall provide the following as a part of the Basic Services. Any services in excess of those listed below shall be on a reimbursable basis:

- .1 Not more than three (3) reviews of each Shop Drawing, Product Data item, Sample, or other similar submission.
- .2 Not more than three (3) site reviews as requested by the Contractor for determination of Substantial Completion of the Work.
- .3 Not more than three (3) site reviews as requested by the Contractor for the determination of Final Completion of the Work.

§ 3.3.4 Replace the existing § 3.3.4 with the following:

§ 3.3.4 In the event the time prior to Substantial Completion exceeds the expected construction period by more than 60 days or 20% of the total time period, whichever is greater, through no fault of the Architect, extension of the Architect’s services beyond that time or percentage of the total time shall be compensated as Additional Services.

§ 5.5 Replace the existing § 5.5 with the following:

§ 5.5 If at any time the Architect’s estimate of the Cost of the Work exceeds the Owner’s budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project’s size, quality or budget for the Cost of the Work, and the Owner’s cooperation with the Architect in making such adjustments shall not be unreasonably withheld; however, this activity will be without additional compensation to the Architect.

§ 6.1 Replace the existing § 6.1 with the following:

§ 6.1 For the Architect’s services as defined under Article 2, compensation shall be as follows:

Service	Method of Compensation	% of Total
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Services covered under Article 2, except § 2.1.7, will be compensated as part of one of the following services as appropriate for the activity:

Schematic Design Phase	Stipulated Sum	15%
Design Development Phase	Stipulated Sum	20%
Construction Documents Phase	Stipulated Sum	40%
Building and Negotiation Phase	Stipulated Sum	5%
Construction Phase including work defined under Article 2.6 unless defined as Reimbursable. Does not include work under Section 2.6.6.6 (see below in this document)	Stipulated Sum	15%
Project Closeout – Work defined under Section 2.6.6.6 (see below in this document)	Stipulated Sum	5%
TOTAL		100%

§ 6.1.1 Based on the percentage values stated above, invoices will be submitted by the Architect
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and paid by the University on a monthly basis. At the completion of each Phase, the University will approve in writing the completion of that Service, and the Architect may be paid the full amount for that Service. Prior to that approval, partial payment will be made, but not to exceed 75% of the billable value of the Service. During the Contract Administration Phase, invoices will be paid only if based on the same percentage of project completion reflected in the Requisitions submitted by the Contractor.

§ 6.1.2 The Architect agrees to complete the phases of Architectural services by the following dates:

Service	Date of Completion
Schematic Design Phase	
Design Development Phase	
Construction Documents Phase	
Construction Phase	

§ 6.2 For the Architect’s services as forth in § 2.1.7 (as listed below), compensation will be as follows:

Additional Services	<i>Fee</i>	Location of Service Description and method of compensation <i>is in an exhibit attached to this document and identified below.</i>
§ 2.1.7.1 Programming		
§ 2.1.7.2 Multiple preliminary designs		
§ 2.1.7.3 Measured drawings		
§ 2.1.7.4 Existing facilities surveys		
§ 2.1.7.5 Site Evaluation and Planning		
§ 2.1.7.6 Building information modeling		
§ 2.1.7.7 Architectural Interior Design		
§ 2.1.7.8 Value Analysis		
§ 2.1.7.9 On-site project representation		
§ 2.1.7.10 Conformed construction documents		
§ 2.1.7.11 Facility Support Services		
§ 2.1.7.12 Tenant-related services		

§ 2.1.7.13	Security Evaluation and Planning		
§ 2.1.7.14	Commissioning		
§ 2.1.7.15	Extensive environmentally responsible design responsible design		
§ 2.1.7.16	LEED Certification		
§ 2.1.7.17	Fast-track design services		
§ 2.1.7.18	Historic Preservation		

§ 6.5 Delete the entire section.

§ 6.6 Delete the entire section.

§ 6.7 Delete the second sentence.

Article 7 Add to Article 7 the following:

§ 7.1 Initial Information – Exhibit A

§ 7.2 University of Maine System Supplemental Requirements to AIA B201 – 2007 Exhibit D

Exhibit A §A.2.1 Replace the existing §A.2.1 with the following:

§ A.2.1 The Owner representative is identified in Section 2.2 of AIA B102-2007 as modified by the University of Maine System Supplementary Requirements § 2.2.1.

Delivery and receipt of B201-2007 and University of Maine System Supplemental Requirements to B201-2007 is acknowledged and accepted as binding on the parties.

OWNER

ARCHITECT

(Signature)

(Signature)

(Printed Name and Title)

(Printed Name and Title)