

4-OP-B-11-D1 Administration of Architect/Engineer Agreement

Responsible Executive:	Vice President for Finance and Administration
Approving Official:	Vice President for Finance and Administration
Effective Date:	April 8, 2019
Last Revision Date:	01/01/2014

I. INTRODUCTION

This policy establishes procedures for the administration of Architect/Engineer Agreements.

II. POLICY

This document describes the procedures for the administration of Architect/Engineer Agreements, including negotiation, contracting, and payments, Additional Service Authorizations and Amendments.

A. SCHEDULING THE NEGOTIATION MEETING

Upon approval of the A/E selection as described in Florida State University Policy OP-B-11-C1, Architect/Engineer Selection Process, the Project Manager schedules the negotiation meeting with representatives of the Architect/Engineer (A/E). If the A/E does not have them in its files, the Project Manager transmits to the A/E the standard Agreement between Owner and Architect/Engineer, the Project Manual, any applicable Supplements to the Project Manual, the University Design Guidelines and the Professional Services Guide. The Project Manager directs the A/E to prepare a proposal, including any additional services proposed for inclusion in the Agreement.

B. NEGOTIATIONS

Representatives of the Facilities Design and Construction Office (FDC) meet with the A/E to negotiate the Agreement. Negotiations are conducted for fees for basic services plus fees for any pre-negotiated additional services to be included in the Agreement.

The basic services fee is based on the FSU Fee Schedule, and the basis is the construction amount in the Approved Planned Budget, not including project contingency. Pre-negotiated additional services must be documented by detailed proposals from the A/E and its consultants, if any, including proposed number of hours and hourly rates for those involved in the work. Services for which the fee is difficult to estimate or for which the fee is likely to be revised should not be included in the lump sum base agreement, but should be issued as not-to-exceed Additional Service Authorizations.

The Project Manager will ask the A/E to provide a list of hourly billing rates by personnel category for use in negotiating future Additional Service Authorizations. Hourly rates will not exceed University maximums. (Special consultants' rates outside the normal disciplines will be considered on an individual basis.)

If negotiations with the first ranked firm are unsuccessful, negotiations with that firm may be terminated and negotiations may be commenced with the second ranked firm. If negotiations with the second ranked firm are unsuccessful, the negotiations with that firm may be terminated and begun with the third ranked firm. If negotiations with the third ranked firm are unsuccessful, negotiations with the third ranked firm may be terminated, and additional firms from the original pool may be selected or the project may be re-advertised.

C. PREPARATION OF AGREEMENT

Upon completion of successful negotiations, the FDC prepares the Agreement, using the standard FSU Agreement between Owner and Architect/Engineer. The Report of A/E Negotiations Conference, (Forms

section), which summarizes the negotiations, may be used as a tool in the preparation of the Agreement. After approval and signature by the University General Counsel, the FDC transmits the Agreement to the A/E for execution.

D. EXECUTION BY UNIVERSITY PRESIDENT

Upon release of funds, the FDC secures the digital signature of the University President or designee. The effective agreement date is the date of the President's signature.

E. DISTRIBUTION OF AGREEMENT

Upon final execution of the Agreement by the University President, electronic copies are distributed as follows: the A/E, the FDC, and the University Construction Accounting Office.

F. A/E FILES

The FDC maintains an electronic file containing: the A/E Agreement, the negotiations report, any supporting proposals submitted by the A/E, and any additional information related to the negotiation and agreement execution. Information related to Amendments, Additional Service Authorizations and payments shall also be maintained in the file.

G. AMENDMENT TO A/E AGREEMENTS

When a scope change (e.g. addition of funds, program amendment, etc.) which alters the construction cost stated in the original Agreement is proposed, the Agreement must be amended. Additions of funds which are made solely to prevent the need for redesign of the A/E's documents are not eligible for a fee amendment, since the A/E would have been obligated to redesign at the A/E's own expense under the terms of the Agreement. Amendments are negotiated, documented, executed and distributed in the same manner as the original Agreement. The construction cost cannot be revised in the Agreement unless a corresponding change is made to the Approved Planned Budget.

H. ADDITIONAL SERVICE AUTHORIZATIONS

Any services which are not authorized by the original Agreement must be authorized in writing by means of an Additional Service Authorization (forms section) prior to commencement of the services by the A/E.

Authorization types include:

Lump Sum

Issued when the exact scope of work can be determined. Lump Sum Authorizations may only be paid upon the approval of deliverables as established in the authorization, and for which the fee for the deliverable is documented in detail in the proposal.

Not-to-Exceed

Issued when the exact scope of work cannot be easily determined, cannot be agreed upon, or may require future revisions (e.g. Project Representative, geotechnical services). Not-to-Exceed Authorizations are paid monthly based on a detailed invoice, including time sheets, receipts, etc.

Supporting documentation

A Lump Sum Authorization may be based on the FSU fee curve, in which case additional documentation is not required, or must be documented by a detailed proposal. The proposal must contain documentation for the entire fee, including any involved consultants, and must include a breakdown of

hours required and hourly rates. Rates must be within the hourly rates established in the negotiation. Not-to-Exceed Authorizations are issued based on the A/E's proposed estimates of cost.

Funds for Additional Service Authorizations

Adequate funds to cover fees for additional services must be available in the OMNI Project Budget prior to execution of the Authorization.

Numbering

The Authorization number must follow consecutively from the last approved Authorization. If a revision is being made to an existing Authorization, it must be numbered consecutively, for example, No. 1(Rev. 1), No. 1(Rev. 2), etc.

Distribution

When the Authorization has been approved and executed, it is immediately distributed electronically, together with all supporting documentation to all parties.

I. A/E INVOICES

The A/E submits invoices electronically to the Facilities Design and Construction Project Administration email. The Project Administrator reviews the invoice, checking that appropriate documentation (as described in the Professional Services Guide) is included and that all calculations are correct. If the work product described in the invoice has not yet been approved by the Project Manager, the invoice is returned to the A/E, with instructions to resubmit after approval of the work product. After electronic approval of the invoice, the FDC sends it to the University Construction Accounting Office for EFT payment. All invoices must be processed within the time limits described in Section 215.422, F. S.

III. LEGAL SUPPORT, JUSTIFICATION, AND REVIEW OF THIS POLICY

Section 1001.74(28), F. S.



FLORIDA STATE UNIVERSITY
REPORT OF A/E NEGOTIATIONS CONFERENCE



Project Name _____

FS-_____ Date _____

A/E Firm Name _____

A/E Address _____

City _____ State _____ Zip _____

Fed ID# _____ A/E represented by _____

Others present _____

NEGOTIATED FEE

Basic Services \$ _____ X _____ = \$ _____

Plus \$ _____ * (Additional Services, include life cycle analysis) = TOTAL FEE \$ _____

*Other negotiated additional services: Any other additional services which are to be included in the lump sum agreement must be documented by a proposal outlining the scope of services and a detailed breakdown of the fee.

Life Cycle Analysis

Required for this project? Yes No

If yes, determine the fee using the fee curve. \$ _____

SCHEDULE & REVIEW SETS

PHASE	FEE %	NUMBER OF REVIEW SETS	CALENDAR DAYS
Conceptual Schematics	10%		
Advanced Schematics	10%		
Design Development	15%		
50% Construction Documents	15%		
100% Construction Documents	20%	**	
Receipt of Bids	5%		
Construction Phase	25%	(to be paid in monthly increments in proportion to payments made to Contractor)	
Post Occupancy Inspection	\$	(to be paid from Construction Phase fee)	

** include 2 signed and sealed sets which are required for Fire Marshal

NOTE: If currently available funds are not adequate to support the entire fee, the Agreement should provide for the A/E to suspend work at the completion of the last authorized phase, and to resume work only upon receipt of a "Letter of Activation" from the University. If this is the case, so indicate by drawing a line under the last authorized phase.

Review Time - How many calendar days (maximum) will be required for document review? _____

CAD? Yes No

Name of Program _____ Date of Program _____

If the **entire** program is not being implemented at this time, explain.

Professional Liability Insurance (amount stated in the advertisement) \$ _____



FLORIDA STATE UNIVERSITY
ADDITIONAL SERVICE AUTHORIZATION



Date _____

To _____
(Name & address of A/E)

Authorization No. _____

Reference FS- _____

FROM _____
(University Project Manager or other)

Under the terms of Subparagraph/Paragraph No. _____ in the Agreement (**must verify in agreement**), you are hereby authorized to perform or direct the following Additional Services:

Consultant _____
(name of Architect/Engineer and name of consultant, if any)

Max Authorized Cost \$_____ not-to-exceed - **OR** - Authorized Cost \$_____ lump sum

Description of authorization, including required deliverables, associated payments and time schedule for services. Reference all proposals.

INVOICE INSTRUCTIONS

Please invoice in accordance with the following instructions.

Submit a signed original and three (3) copies of the invoice as specified in your Agreement and in the *Professional Services Guide*.

Attach to the three (3) copies:

- 1) a copy of this authorization
- 2) for not-to-exceed authorizations based on hourly rates
 - a. a sheet displaying computations of hours and salary rates used to arrive at the invoiced amount
 - b. copies of time sheets
 - c. the consultant's invoice, where applicable, indicating your firm's approval and
 - d. any other documents necessary to substantiate the invoice.
- 3) For services to be paid directly to an authorized consultant, indicate separate payment on the invoice in the space provided.

APPROVED BY _____
Name

Title

cc: General Accounting (2)
Project Manager