

PART B – CAPITAL IMPROVEMENT CONSTRUCTION PROJECTS SUBJECT TO SBAC PROCEDURES

CHAPTER 3 – PROFESSIONAL DESIGN SERVICES (LARGE PROJECTS) SELECTION AND FEES

1.0 General Information

1.1 When the legislature approves a proposed project, the process for nominating firms for interviews is initiated by the state agency's request to DCC to place an advertisement in the *Kansas Register*.

1.2 This chapter is applicable to architectural and engineering construction projects whose total project costs exceed the statutory limits of \$750,000 for architectural construction and \$500,000 for engineering construction. ([K.S.A. 75-1253](#))

1.2.1 If there is a project with a budget under these limits, but with a scope of work that is unique, and if the agency's on-call firms are unable to complete the work, the agency may request that the Project Architect/Engineer be hired using the process for larger projects.

2.0 DCC - Construction & Compliance Section

2.1.1 Each Project Architect/Engineer in fulfilling their contractual obligations to the State of Kansas and the Secretary of Administration shall coordinate with a Construction & Compliance architect/engineer.

3.0 Negotiating Committee Responsibilities

3.1 A Negotiating Committee is established to interview the nominated architectural or engineering firms, and to select and negotiate fees with the selected firm. Each Negotiating Committee shall consist of the following members ([K.S.A. 75-1251](#)):

3.1.1 The head of the state agency for which the proposed project is planned or of the state agency that controls and supervises the operation and management of the institution for which the proposed project is planned, if such is the case, or a person designated by the head of the agency;

3.1.2 The head of the institution for which the proposed project is planned, or a person designated by the head of the institution. When the proposed project is not planned for an institution, the state agency head shall designate a second person in lieu of the head of an institution; and

3.1.3 The Secretary of Administration, or a person designated by the Secretary, who shall act as chairperson of the committee.

3.2 When the Negotiating Committee is notified of the State Building Advisory Commission's (SBAC) firm nominations, the Negotiating Committee chair will schedule interviews. Each Negotiating Committee member will have the following:

3.2.1 A written description of the scope or program of the project, prepared by the head of the state agency for which the project is proposed.

3.2.2 Per [K.S.A. 75-1255](#) the Negotiating Committee may:

3.2.2.1. Approve the description as submitted or may revise and amend or reject all or any part of such description.

- 3.2.2.2. The description in the form approved by the Negotiating Committee shall be used in the negotiations between the committee and qualified firms.
 - 3.2.2.3. Such description shall be the basis for the project development and the project description shall not be altered without the prior approval of the Negotiating Committee.
 - 3.2.3 A completed Form 103 - AE Services – Fee Checklist.
 - 3.2.4 Each firm's project proposal as delivered to DCC in response to the project advertisement.
 - 3.3 The Negotiating Committee encourages nominated firms to visit the project site to gather information regarding the advertised project and to prepare supplemental information pertinent to the project for presentation to the Negotiating Committee during interviews.
 - 3.4 The Negotiating Committee shall interview each of the firms regarding the anticipated project and select a single firm / design team.
 - 3.5 The agency may invite other agency personnel to attend the interviews. The additional personnel do not have a vote in selection but may be allowed to comment on their impressions of the interviews.
 - 3.6 The Negotiating Committee will establish the interview date.
- 4.0 Interview Content
 - 4.1 In preparing for interviews the Negotiating Committee suggests the firms consider the following:
 - 4.1.1 Call and discuss the project with the agency contact person identified in the advertisement.
 - 4.1.2 Visit the site. This is your best way of understanding the project scope and intent.
 - 4.1.3 Bring to the interview the staff members that will be working directly with the agency on the project.
 - 4.1.4 Consultants being included in the project team and consider their attendance at the interview.
 - 4.1.5 If providing handouts or presenting a PowerPoint, check spelling and content.
 - 4.1.6 Include in your presentation, projects that are similar in scope and content to the project for which the interviews are being conducted.
 - 4.1.7 If your staff assigned to the project changes between the proposal and the interview, please bring resumes for the added or changed staff.
- 5.0 Interview Procedures
 - 5.1 Firms nominated for a project will be notified via e-mail by DCC of the interview date and their individual interview time.
 - 5.2 DCC's goal is for all interviews for a project to occur on the same date and each firm will be allotted the same amount of time for their presentation and questions & answers. Time is built into the schedule to allow the firms to set-up and take-down interview materials and equipment.

6.0 Selection

- 6.1 Immediately following the interviews, the Negotiating Committee will convene to discuss the interviews.
- 6.2 If possible, the Negotiating Committee will make their selection the same day as the interviews.
- 6.3 Firms will be notified by DCC via e-mail of the Negotiating Committee's selection. The selected firm will be notified by telephone and a follow up e-mail identifying the next step in the process.
- 6.4 The SBAC will be notified of the selected firm.
- 6.5 The selected firm will be announced at [www.da.ks.gov/fp /Advertisements.htm](http://www.da.ks.gov/fp/Advertisements.htm) after all firms interviewed are notified of the selection via e-mail.

7.0 Commencement of Fee Negotiations

- 7.1 Prior to fee negotiations the selected firm will be provided the following:
 - 7.1.1 The program or written description of the scope of the project.
 - 7.1.2 Form 103 - AE Services Checklist for Fee Negotiating.
 - 7.1.3 A completed Form 935 - Project Number / Data Form including the assigned project number.
 - 7.1.3.1. The complexity factor and type of construction will be identified on this form. Reference A/E Fee guidelines at the end of this chapter.
 - 7.1.4 The Secretary of Administration shall establish and publish guidelines for fees based on the projected cost of a project, the complexity of a project and the type of construction for the project as factors in establishing the rate or amount of such fees. ([K.S.A. 75-1263](#))
 - 7.1.5 A deadline for submission of their initial fee proposal.
 - 7.1.6 Fee proposal shall include
 - 7.1.6.1. Amount for basic services,
 - 7.1.6.2. each additional service will be identified separately. Reimbursable expenses are included in the basic fees and shall not be identified as a separate amount.
 - 7.1.6.3. Tasks for basic services and each additional service will be identified.
 - 7.1.6.4. Verification of liability insurance per Form DCC102.

8.0 Fee Negotiation Procedures

- 8.1 Each Negotiating Committee shall negotiate a contract with the selected firm for the type of professional services required at a fair and reasonable rate of compensation in accordance with ([K.S.A. 75-1257](#))
- 8.2 The initial fee proposal will be provided by the Project Architect/Engineer to the Negotiating Committee chair. The chair will distribute the proposal to the Negotiating Committee members.
- 8.3 The Negotiating Committee will evaluate the firms' proposal and determine if the proposal will be accepted or if a counter offer will be offered.
 - 8.3.1 Counter offers are forwarded to the firm by the Negotiating Committee Chairman.

- 8.4 Negotiations can be held via e-mail or with a face-to-face meeting.
- 8.5 If the Project Architect/Engineer identifies a valid need to change consultants the firm shall notify the Negotiating Committee in writing for their approval/disapproval.
- 8.6 Should the Negotiating Committee be unable to negotiate a contract with the firm considered to be the most qualified within the fee limits established, the committee shall then undertake negotiations with the second most qualified firm to negotiate a contract, and so forth with the third, fourth, and fifth firms, if necessary. Should the Negotiating Committee be unable to negotiate a satisfactory contract with any of the selected firms, the committee shall reevaluate the services and fee requirements and reopen negotiations with any of the nominated firms". ([K.S.A. 75-1257](#))
- 8.7 Should the Negotiating Committee still be unable to enter into a contract with any of the nominated firms, it shall request the SBAC provide another list of nominees.
- 9.0 Contracts
- 9.1 Contracts are written by the Department of Administration and use a standard contract developed by the department.
- 9.2 Each firm shall be responsible for all negligent acts, errors or omissions in the performance of the contract and will be required to have professional liability insurance as determined by the fee negotiations. ([K.S.A. 75-1258](#))
- 9.3 Each contract for professional services negotiated shall be entered into between the Secretary of Administration or the agency and the firm selected. ([K.S.A. 75-1258](#))
- 9.4 Each contract is written as a lump sum not-to-exceed amount and will only be changed by contract amendment when negotiated between the firm and the Negotiating Committee.
- 9.5 Contracts are routed for signatures by e-mail from Department of Administration Legal office. Once a contract is fully signed, it will be forwarded to the Project Architect/Engineer, the agency and DCC by e-mail.
- 10.0 Contract Addenda
- 10.1 The Owner shall notify the Negotiating Committee when any change in scope needs to occur and will send a revised scope of work to the Negotiating Committee chair.
- 10.2 The Negotiating Committee is required to approve any change in scope prior to the Project Architect/Engineer commencing with the work.
- 10.3 Once the Negotiating Committee approves the change in scope for the project ([K.S.A. 75-1255](#)), the firm is contacted to provide a fee proposal for the change in work.
- 10.4 The Negotiating Committee chair will request from the Project Architect/Engineer a proposal for a change in fee due to the change in scope of work.
- 10.5 The contracted firm will provide a fee proposal for review and acceptance by the Negotiating Committee.
- 10.6 Upon approval of the revised fee proposal, a contract addendum will be written and circulated for signature by e-mail in the same manner as the original contract.

- 10.7 When additional compensation is requested by the Project Architect/Engineer, the request will be forwarded to the Negotiating Committee Chair. The chair will forward to the negotiating members for their action. Additional services include but are not limited to:
- 10.7.1 Additional services from the Form 103 A/E Services – Fee Checklist.
 - 10.7.2 Increase in scope of work.
 - 10.7.3 Additional inspections as detailed in Part B – Chapter 6.
- 10.8 Department of Administration's staff attorney, in accordance with the same procedures as the original contract, will prepare an amendment to the Project Architect/Engineer's contract.
- 10.9 The Project Architect/Engineer shall proceed with additional services only after the signed contract amendment or written authorization from the chair of the Negotiating Committee is received.
- 10.10 Each amendment shall be a separate line item on the Project Architect/Engineer invoice.
- 11.0 Payment for Architectural / Engineering Services
- 11.1 Firms will be paid in proportion to the percentage of work completed within each phase of services described below. Project Architect/Engineer may fully invoice for each phase only after approval is given for that phase or as directed below.
- 11.2 Fee breakdown shall be as follows:
- 11.2.1 **Concept and Schematic Design** - 15% of the total fee. If these two phases are separated, then a fee of 7½% is applicable to the concept development phase and 7½% is applicable to the schematic phase.
 - 11.2.2 **Design Development** - 20% of the total fee
 - 11.2.3 **Construction Documents** – 40% of the total fee.
 - 11.2.4 **Bidding** – 2½% of the total fee may only be invoiced after a successful bid.
 - 11.2.5 **Construction Administration** – 20% of the total fee. May be invoiced based upon the percentage of completion approved on the construction Contractors monthly pay applications.
 - 11.2.6 **Closeout** – 2½% of the total fee. May only be invoiced after receipt and approval of the Record Documents.
- 11.3 When requesting payment, the Project Architect/Engineer should submit an invoice to DCC architect/engineer. The invoice shall be broken down based upon the project phases listed above. A Sample A/E Invoice is available at <http://www.da.ks.gov/fp/manual.htm#PlanningForms>.
- 11.4 The invoice should include all project information on the invoice including the DCC project number, full title of the project, the agency name and the agency project number.
- 11.5 When the firm's final invoice is submitted to DCC, the DCC architect/engineer will confirm that the Contractor's final paperwork has been processed and the firm's record documents are received and approved.

12.0 Termination of Architectural / Engineering Services

- 12.1 In the event of termination of a project for any reason, including lack of funding for the project, the state of Kansas will give the Project Architect/Engineer thirty (30) days notice.
- 12.2 An appropriate fee for services rendered will be negotiated between the Project Architect/Engineer and the Negotiating Committee.
- 12.3 One (1) copy of a CD/DVD with PDF copies of all documents completed at the date of termination shall be distributed to the both the Owner and DCC, unless otherwise directed by DCC.

13.0 Fee Charts

- 13.1 The Secretary of Administration shall establish and publish guidelines for fees based on the projected cost of a project (construction budget), the complexity factor of a project and the type of construction for the project as factors in establishing the rate or amount of such fees. ([K.S.A. 75-1263](#)). The following information and charts are the guidelines established for fee negotiating for architectural, engineering and combined projects.

- 13.1.1 The fees indicated in the charts below are for basic services. Additional services fees shall be negotiated separately from basic services fees. Form 103 - AE Services Checklist of Fee Negotiating indicates the basic and additional services the Owner requires.

- 13.1.2 Type of construction definitions

- 13.1.2.1. **New Construction** includes re-roofing, sitework (parking, sidewalks, etc.), window and door replacement, abatement, masonry cleaning, equipment replacement, and similar repair and maintenance projects.

- 13.1.2.2. **Renovations** include projects that do not increase the square footage of a building or area and do not fall under the definitions for new construction or combined construction.

- 13.1.2.3. **Combined Construction** includes projects that are comprised of more than ten percent (10%) of either New or Remodel work.

- 13.1.3 Complexity factors are indicated in the table at the end of this chapter.

- 13.1.4 Projects with a Construction Cost less than \$500,000 shall be negotiated.

- 13.1.5 Projects with a Construction Cost greater than \$30,000,000 shall be evaluated by extending the tables below. As construction costs rise in multiples \$2,500,000 the a reduction in fee percentage is 0.25%. It is acknowledged that at a certain point this method would result in a 0% fee. Fee % on projects over \$30,000,000 will be evaluated on a case by case basis.

- 13.1.6 Projects with a construction budget between the listed cost values shall have fee percentage values interpolated within the corresponding fee ranges. The resultant fee percentage will be applied to the entire budget amount

13.2 Guidelines For New Construction Projects

NEW CONSTRUCTION (Type of Construction)

Construction Budget	COMPLEXITY				
	Utilitarian	Conventional	Moderately Complex	Comparatively Complex	Complex
\$500,000	7.00%	7.75%	8.50%	9.25%	10.00%
\$1,500,000	6.75%	7.50%	8.25%	9.00%	9.75%
\$2,500,000	6.50%	7.25%	8.00%	8.75%	9.50%
\$5,000,000	6.25%	7.00%	7.75%	8.50%	9.25%
\$7,500,000	6.00%	6.75%	7.50%	8.25%	9.00%
\$10,000,000	5.75%	6.50%	7.25%	8.00%	8.75%
\$12,500,000	5.50%	6.25%	7.00%	7.75%	8.50%
\$15,000,000	5.25%	6.00%	6.75%	7.50%	8.25%
\$17,500,000	5.00%	5.75%	6.50%	7.25%	8.00%
\$20,000,000	4.75%	5.50%	6.25%	7.00%	7.75%
\$22,500,000	4.50%	5.25%	6.00%	6.75%	7.50%
\$25,000,000	4.25%	5.00%	5.75%	6.50%	7.25%
\$27,500,000	4.00%	4.75%	5.50%	6.25%	7.00%
\$30,000,000	3.75%	4.50%	5.25%	6.00%	6.75%

13.3 Guidelines For Renovations Projects

RENOVATIONS (Type of Construction)

Construction Budget	COMPLEXITY				
	Utilitarian	Conventional	Moderately Complex	Comparatively Complex	Complex
\$500,000	9.00%	9.75%	10.50%	11.25%	12.00%
\$1,500,000	8.75%	9.50%	10.25%	11.00%	11.75%
\$2,500,000	8.50%	9.25%	10.00%	10.75%	11.50%
\$5,000,000	8.25%	9.00%	9.75%	10.50%	11.25%
\$7,500,000	8.00%	8.75%	9.50%	10.25%	11.00%
\$10,000,000	7.75%	8.50%	9.25%	10.00%	10.75%
\$12,500,000	7.50%	8.25%	9.00%	9.75%	10.50%
\$15,000,000	7.25%	8.00%	8.75%	9.50%	10.25%
\$17,500,000	7.00%	7.75%	8.50%	9.25%	10.00%
\$20,000,000	6.75%	7.50%	8.25%	9.00%	9.75%
\$22,500,000	6.50%	7.25%	8.00%	8.75%	9.50%
\$25,000,000	6.25%	7.00%	7.75%	8.50%	9.25%
\$27,500,000	6.00%	6.75%	7.50%	8.25%	9.00%
\$30,000,000	5.75%	6.50%	7.25%	8.00%	8.75%

13.4 **Guidelines For Combination Projects**

COMBINED CONSTRUCTION (Type of Construction)

Construction Budget	COMPLEXITY				
	Utilitarian	Conventional	Moderately Complex	Comparatively Complex	Complex
\$500,000	8.00%	8.75%	9.50%	10.25%	11.00%
\$1,500,000	7.75%	8.50%	9.25%	10.00%	10.75%
\$2,500,000	7.50%	8.25%	9.00%	9.75%	10.50%
\$5,000,000	7.25%	8.00%	8.75%	9.50%	10.25%
\$7,500,000	7.00%	7.75%	8.50%	9.25%	10.00%
\$10,000,000	6.75%	7.50%	8.25%	9.00%	9.75%
\$12,500,000	6.50%	7.25%	8.00%	8.75%	9.50%
\$15,000,000	6.25%	7.00%	7.75%	8.50%	9.25%
\$17,500,000	6.00%	6.75%	7.50%	8.25%	9.00%
\$20,000,000	5.75%	6.50%	7.25%	8.00%	8.75%
\$22,500,000	5.50%	6.25%	7.00%	7.75%	8.50%
\$25,000,000	5.25%	6.00%	6.75%	7.50%	8.25%
\$27,500,000	5.00%	5.75%	6.50%	7.25%	8.00%
\$30,000,000	4.75%	5.50%	6.25%	7.00%	7.75%

Building Design and Construction Manual

14.0 Complexity Factor for Assigned Building Type

COMPLEXITY FACTOR FOR ASSIGNED BUILDING TYPE				
Utilitarian (Considerably Less Than Ave.)	Conventional (Less Than Average)	Moderately Complex (Average)	Comparatively Complex (More Than Average)	Complex (Considerably More Than Ave.)
Projects of simple, utilitarian character with a high degree of repetition.	Projects of simple character, design, detail, and/or with moderate repetition.	Projects of conventional character, design and detail, with moderate repetition.	Projects of specialized character, design, containing large amounts of complex scientific mechanical and electrical equipment.	Projects of detail character, elaborate planning and execution and devoid of repetition.
<ul style="list-style-type: none"> • Agricultural • Athletic Fields • Boat Ramps • Dam (Earthen) Construction • Dam (Earthen) Renovation • Exterior Work • Floating Docks • Hangar • Historical Monuments • Industrial Buildings • Park Shelters • Parking Lots • Perimeter Security Towers • Pre-engineered Structure • Prototype Facilities (replication of previously designed facilities) • Roofing • Shooting Range, Outdoor • Site Adaptations of Existing Designs • Site Work: Water, Sewers, Streets, Fences, Walks, Park Trails, Landscaping, Signage, Site Lighting • Storage Facilities • Warehouses 	<ul style="list-style-type: none"> • Apartments • Armories • Bakery • Bowling Alley • Detention-Correctional Facilities – Minimum • Dormitories • Fish Hatchery • Grandstand • Greenhouses • Historical Facilities requiring only repairs • Laundry • Lagoon • Marinas • Offices Buildings without partitions • Parking Structures • Printing Plant • Residences • Restroom & Shower Buildings • Shop & Maintenance Facilities 	<ul style="list-style-type: none"> • Archive Building • Auditorium • Cellhouse • Central Utility Plants • Chapel • Child Care • Classrooms – General • Day Care Facilities • Detention / Correctional Facilities – Medium • Dietary Facilities Kitchens / Cafeterias • Fire & Police Stations • Heating Plant • High Voltage Electrical Service / Distribution • Laboratory non-Science • Library • Medical Office Facilities & Clinics • Mental institutions -Non-secure • Nursing Homes • Offices • Power Plant • Recreation Facility • Schools: Sight / Hearing / Physically Impaired • Stadium/Arena/Fieldhouse • Student Union / Center • Swimming Pool Natatorium • Visitors / Interpretive Centers 	<ul style="list-style-type: none"> • Broadcast Studio • Classroom Specialized • Computer Center • Control Centers • Detention-Correctional Facilities – Maximum • Historical Facilities requiring complete restoration • Laboratory – Teaching (Wet) • Medical Clinical Mental Institutions Secure • Museums • Observatories • Theaters • Veterinary Hospital 	<ul style="list-style-type: none"> • Hospitals • Laboratory-BioSafety • Laboratory Research (Wet) • Medical Hospital Science & Medical Research Buildings

END OF CHAPTER

SBAC INTEVIEW, SELECTION AND FEE NEGOTIATION

