

**ECONOMIC DEVELOPMENT ADMINISTRATION
ARCHITECT/ENGINEER CONTRACT CHECKLIST**

EDA Award Number: _____ Date: _____

Recipient: _____

Co-Recipient(s): _____

Recipient's Authorized Representative: _____

Name & Phone Number

Y	N	N/A
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1. The Recipient's Architect/Engineer (A/E) contract is in compliance with the Recipient's written procurement procedures. The firm was selected in accordance with the procurement standards set forth in 2 CFR Part 200, and according to the EDA publication "Summary of EDA Construction Standards."

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2. The A/E was selected competitively by sealed bids (formal advertising) or by competitive proposals. If not, attach an explanation of the selection method and the reason(s) for using that method.

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3. Requests for qualifications were publicized and all evaluation factors and their relative importance were identified therein. Any response to publicized requests for qualifications was honored to the maximum extent practical.

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4. Qualifications were solicited from an adequate number of qualified sources (normally it is sufficient to secure at least three proposals from qualified sources). If less than 3 qualified proposals were secured, attach an explanation to this document.

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5. The Recipient has an objective method for conducting technical evaluations of proposals received, selecting the best proposal, and consideration of other factors.

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6. The Recipient determined the responsible firm whose proposal was most advantageous to the program, with other factors considered. Competitor's qualifications were evaluated and the most qualified competitor was selected, subject to negotiation of fair and reasonable compensation.

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7. The A/E agreement provides for all services required by the Recipient for the planning, design and construction phase of the proposed project. Appropriate standards or guides developed by such professional organizations as the American Consulting Engineers Council (ACEC), American Society of Civil Engineers (ASCE), National Society of Professional Engineers (NSPE), and/or the American Institute of Architects (AIA) may be used where the Recipient does not have standard procurement documents.

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8. The A/E's fee for basic services is either a fixed price or a cost reimbursement with an agreed maximum. (The amount of EDA participation will be based on a determination, subject to audit, that the fee compensation is reasonable.)

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9. The A/E contract compensation is not based on the use of the cost-plus-a-percentage-of- cost or percentage of construction cost form of compensation. (These forms of compensation are not eligible for EDA participation.)

Y	N	N/A

10. The A/E has provided a breakdown of the fee and it has been reviewed to be reasonable.

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11. The A/E provided fee breakdown provides that compensation is based on completion of specific milestones. (Preliminary design, final design, construction management, etc.)

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12. The A/E's fee covers all services necessary for the successful execution of the project, including consultations, surveys, soil investigations, supervision, "as-built" drawings, arrow diagram (CPM/PERT, for example) where applicable, and incidental costs.

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13. The basic fee does not exceed that prevailing for comparable services in the project area. If the total fee is in excess of the prevailing rate because of special services to be performed, these services are identified in the agreement. Such additional charges may be approved for funding under the EDA grant if they:

- a. Do not duplicate charges for services provided for in the basic fee;
- b. Are a proper charge against the project cost; and
- c. Are reasonable for the extra services to be rendered.

14. Regardless of who furnishes the construction inspector, the agreement requires the A/E to make sufficient visits to the project site to determine, in general, if the work is proceeding in accordance with the construction contract.

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15. The required federal contract provisions are included (Refer to Appendix II to 2 CFR Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.)

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16. The A/E Agreement states a specific timetable for:

- a. Completing preliminary plans and associated cost estimates;
- b. Completing final plans, specifications, and cost estimates;
- c. Securing required State and local approvals; and
- d. Completing proposed contract documents sufficient for soliciting bids.

17. The A/E agreement provides for surveillance of project construction to assure compliance with plans, specifications, and all other contract documents. If the Recipient chooses the A/E as the project inspector, the requirements for inspection services shall be clearly defined and the amount the Recipient is required to pay for such services shall be stated.

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Y	N	N/A
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- 18. The A/E agrees to be responsible for any damages arising from any defects in design or negligence in the performance of the construction inspector, if the inspector is furnished by the A/E. (EDA recommends that the A/E take insurance, when available, to cover liability for such damages.)
- 19. The A/E agrees to supervise any required subsurface explorations such as borings, soil tests, and the like, to determine amounts of rock excavation or foundation conditions, no matter whether they are performed by the A/E or by others paid by the Recipient.
- 20. The A/E agrees to attend bid openings, prepare and submit tabulation of bids, and make a recommendation as to contract award.
- 21. The A/E agrees to review proof of bidder's qualifications and recommend approval or disapproval.
- 22. The Recipient has checked the website www.SAM.gov and has verified that the A/E does not appear on the Excluded Parties List.
- 23. For contract over \$100,000, an executed copy of the Certification Regarding Lobbying, from the contractor as required by Section 1352, Title 31, of the U.S. Code.
- 24. The A/E agrees to submit a report not less frequently than quarterly to the Recipient covering the general progress of the job and describing any problems or factors contributing to delay.

The company/firm name and address of the Architect/Engineer is:

If the Architect/Engineer *will not be performing project inspection services*, the firm name and address that will provide inspection services is listed below and was selected in accordance with the procurement standards set forth in 2 CFR Part 200; or the in-house employee name and address conducting construction inspection services is listed below:

The contract price for basic A/E services is \$ _____

The contract price for other/extra A/E services is \$ _____

The estimate for reimbursable expenses is (if applicable) \$ _____

The contract price for inspection services is \$ _____

Prepared By (Name & Title)

Prepared By (Signature)

Date