

DCM (BC) Project # _____ (if known)

PSCA Project # _____ (required)

To be completed using DCM Form B-3, "Checklist for Preparation of Agreement Between Owner and Architect."
Do not staple this form and/or attachments; use clips. Print single-sided; do not submit double-side printed documents.

AGREEMENT BETWEEN OWNER AND ARCHITECT

• Supplemented by DCM Form B-2A, Standard Articles of the Agreement Between Owner and Architect

(2) **Preparation date of this AGREEMENT by Architect/Engineer:**

(3) **The OWNERS:** The Alabama Public School and College Authority and
Local Owner Entity
Name:
Address:
Email & Phone #:

(4) **The ARCHITECT ENGINEER** (substitute "Engineer" for "Architect" hereinafter)
Firm Name:
Address:
Email & Phone #:

State of AL Accounting & Resource System (STAARS) or AL Buys Vendor No.: _____

(5) **The PROJECT** (Project Name, Owner and/or Architect Project #, Phase/Bid #, Address/Location and brief Scope):

(6) **BUDGET:** The Tentative Fixed amount budgeted by the Owner for the Cost of the Work is _____ Dollars (\$_____).

BASIC SERVICES: Unless otherwise provided in the Special Provisions, the Architect shall render Basic Services A, B, C, D, and E for the above described Project in accordance with the "Standard Articles of the Agreement Between Owner and Architect".

(7) **BASIC FEE:** The Basic Fee to be paid the Architect shall be:
the Fixed Fee of _____ Dollars (\$_____).
determined as a percentage of the Cost of the Work, at the Basic Fee Rate of _____ percent.
(If two or more rates are applicable, insert "multiple fee rates" and provide an explanation in Special Provisions.)

(8) **PROJECT CLASSIFICATION:** As defined in the current edition of Chapter 4-Supplement of the "Manual of Procedures of the Alabama Division of Construction Management" this Project is classified as follows:
The Project is classified in Building Group _____
The Project is divided into Building Groups as stated in the Special Provisions of this Agreement
The Project does not fall within a Building Group; see the Special Provisions of this Agreement

(9) **DETERMINATION of the BASIC FEE:**
The Basic Fee has been determined in accordance with the current edition of Chapter 4-Supplement of the "Manual of Procedures of the Alabama Division of Construction Management"

The Project is also classified as Major Renovation and the Basic Fee includes a _____% increase of the "Schedule of Basic Fee Rates" for Major Renovation per Chapter 4 - Supplement, Section D.

The Basic Fee has been negotiated on the basis stated in the Special Provisions of this Agreement.

(10) **TIME PERIODS of the AGREEMENT:**

- a. Pursuant to Standard Article 9, the Architect may terminate the Agreement if the Project is postponed or delayed by the Owner for more than _____ months.
- b. The Design Schedule of Standard Article 11: _____calendar days for Schematic Drawings;
_____calendar days for Preliminary Drawings
_____calendar days for Final Drawings.

(11)

TERM: The term of the Agreement shall be for a period of _____,
commencing upon receipt of all requisite signatures and ending on (specific date required) _____.

STANDARD ARTICLES: By reference, the current edition of “Standard Articles of the Agreement Between Owner and Architect” (DCM Form B-2A) is incorporated herein as the terms, conditions, and requirements of this Agreement, subject only to such modifications or supplementation of the “Standard Articles” as may be stated as Special Provisions below.

(12)

SPECIAL PROVISIONS *(includes Special Services and Reimbursable Expenses. Special Services can be a lump sum if negotiated, or a Not-To-Exceed [NTE] amount. If Special Services have an NTE, the NTE and hourly rates must be stated in Special Provisions. Reimbursable Expenses must include an NTE amount in Special Provisions. If Special Provisions are continued in an attachment, identify the attachment below.):*

(13) **CONSULTANTS:** Pursuant to Standard Article 10, the consultants to be employed by the Architect are:
(Insert Name, Alabama Registration Number, Address, Phone Number and Email Address)

Civil Engineer

Structural Engineer

Electrical Engineer

Mechanical Engineer

Others

The Owner does hereby certify that the terms and commitments of this Agreement do not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26.

(14)

APPROVALS	CONTRACTING PARTIES
<p>ALABAMA DEPARTMENT OF FINANCE, REAL PROPERTY MANAGEMENT, DIVISION OF CONSTRUCTION MANAGEMENT (DCM)</p> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> By _____ <div style="text-align: right; font-size: small;">Director</div> </div> <div style="border: 1px solid black; padding: 5px;"> Reviewed By _____ <div style="text-align: right; font-size: small;">Contract Administrator</div> </div> <p style="font-size: small; margin-top: 20px;">PSCA funds are available as required to fund the Owner-Architect Agreement based on the Estimated Cost of the Work.</p>	<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <div style="text-align: center; font-size: small;">Architectural/Engineering Firm</div> By _____ <div style="text-align: right; font-size: small;">Signature of Officer of Firm</div> Name & Title _____ </div> <div style="border: 1px solid black; padding: 5px; margin-bottom: 10px;"> <div style="text-align: center; font-size: small;">Local Owner Entity</div> By _____ Name & Title _____ </div> <div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; font-weight: bold; font-size: small;">ALABAMA PUBLIC SCHOOL and COLLEGE AUTHORITY</p> By _____ Date: _____ <div style="text-align: center; font-size: small;">Governor and President of Authority</div> </div>

Funding/Review/Signature flow: Local owner (submit a project request for PSCA funding review to PSCA Board of Directors or Board-designated approval authority, which issues PSCA# if approved) > Architect/Engineer (prepare and sign Agreement documents) > Local Owner (review and sign) > DCM (review and sign) > Finance-Legal > Governor (review and sign) > DCM (distribute fully executed Agreement to all parties).