

(1) DCM (BC) Project No. _____

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 OWNER,**

Entity Name:

Address:

Email & Phone #:

(4) **The ARCHITECT ENGINEER** (substitute "Engineer" for "Architect" hereinafter)

Firm Name:

Address:

Email & Phone #:

FEIN _____(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 Firm 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
<div style="border: 1px solid black; padding: 5px; text-align: center;"> ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS) </div> <p>By _____ Date: ____-____-____ Chancellor</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> ALABAMA DEPARTMENT OF FINANCE, REAL PROPERTY MANAGMENT, DIVISION OF CONSTRUCTION MANAGEMENT (DCM) </div> <p>By _____ Director</p> <div style="border: 1px solid black; padding: 5px;"> Reviewed By _____ Contract Administrator </div>	<div style="border: 1px solid black; padding: 5px; text-align: center;"> _____ Architectural/Engineering Firm </div> <p>By _____ Signature of Officer of Firm</p> <p>Name & Title _____</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> _____ Owner Entity </div> <p>By _____ Signature</p> <p>Name & Title _____</p>

Review/Signature flow: Architect/Engineer (prepare and sign documents) > Owner (review and sign) > ACCS (log-in and stamp) > DCM (review and sign) > ACCS (review and sign) > DCM (distribute fully executed Agreement to all parties).