

(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 #:

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 amount, 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:

*Special Provisions continued from Page 2:*

- (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 No. 26.

(14)

**APPROVALS**

By \_\_\_\_\_ Date: \_\_\_\_\_  
 Governor (State Agency projects except ABRFA, AIDB & USSRC)

By \_\_\_\_\_  
 Secretary of State (Conservation projects only)

By \_\_\_\_\_  
 Add'l Agency, Title:

**ALABAMA DEPARTMENT OF FINANCE,  
 REAL PROPERTY MANAGEMENT (RPM),  
 DIVISION OF CONSTRUCTION MANAGEMENT (DCM)**

By \_\_\_\_\_  
 Finance Director (Finance, sub-Finance & ABRFA projects only)

By \_\_\_\_\_  
 RPM Director (Finance, sub-Finance & ABRFA projects only)

By \_\_\_\_\_  
 DCM Director (all State Agency projects)

Reviewed By \_\_\_\_\_  
 DCM Contract Administrator (all State Agency projects)

**CONTRACT REVIEW PERMANENT LEGISLATIVE  
 OVERSIGHT COMMITTEE - STAMP \***

**CONTRACTING PARTIES**

\_\_\_\_\_  
 Architectural/Engineering Firm

By \_\_\_\_\_  
 Signature of Officer of Firm

Name & Title \_\_\_\_\_

\_\_\_\_\_  
 Owner Entity

By \_\_\_\_\_  
 Signature

Name & Title \_\_\_\_\_

Additional Owner Entity signature space if needed:

\_\_\_\_\_  
 Owner Entity

By \_\_\_\_\_  
 Signature

Name & Title \_\_\_\_\_

*The Awarding Authority/Owner certifies that funds are available in the amount required for the Owner-Architect Agreement.*

Review/Signature flow: Architect/Engineer (prepare documents and sign) > Owner (review and sign) > \* > RPM/DCM (review and sign) > Finance-Legal (> Finance, Finance sub-Agencies & Alabama Building Renovation Finance Authority [ABRFA] project Agreements then go to Finance Director [review and sign]) > Governor (review and sign) (> Conservation project Agreements then go to Secretary of State [review and sign]) > DCM (distribute fully executed Agreement to all parties).

\* If a state agency is subject to Contract Review Permanent Legislative Oversight Committee (CRPLOC), five originals of a non-emergency project O/A Agreement must be sent by the Owner to CRPLOC even though CRPLOC requests only one original on <http://www.legislature.state.al.us/aliswww/ISD/House/ContractReviewComm.aspx>. DCM requires five originals, each of which shall be stamped by CRPLOC. For guidance on CRPLOC's requirements for emergency project O/A Agreements, consult CRPLOC. CRPLOC requirements do not affect DCM's requirements for emergency projects, available at [www.dcm.alabama.gov/emergency.aspx](http://www.dcm.alabama.gov/emergency.aspx). If you're unsure whether or not a state agency is subject to CRPLOC, consult the state agency's legal counsel.