PREPARATION OF
AGREEMENT BETWEEN
OWNER AND ARCHITECT
SUBMITTED ON PAPER

CHECKLIST
Use with DCM Form B-2 or 9-K
Submit CHECKLIST to Owner with Agreement

The O/A Agreement form should be prepared by the design professional using this Checklist. The numbers in the left column below correspond to numbers in the left margin of the Agreement form. If the project is funded partially or fully by the Alabama Public School and College Authority (PSCA), use DCM Form 9-K (PSCA version of Form B-2).

(1)	**DCM (BC) PROJECT No.:** Insert the DCM Project #, if assigned, or leave blank if unknown. If the project is funded partially or fully by PSCA, use DCM Form 9-K instead of Form B-2 and insert the assigned PSCA number where indicated; submit Agreement to DCM after PSCA# is assigned.
(2)	**DATE of this AGREEMENT:** Insert the date on which the Agreement is prepared by Architect/Engineer.
(3)	**The OWNER:** Provide the Owner's full legal name, address, phone # and email. If DCM Form 9-K is being used, insert the Local Owner Entity's name below "The Alabama Public School & College Authority."
(4)	**The ARCHITECT or ENGINEER:** Mark the appropriate box and provide the Architectural or Engineering firm's full legal name, address, phone #, and email address.
(5)	**The PROJECT:** Provide the project name and brief description (scope) of the Work covered by the Agreement. If the Owner and/or Architect/Engineer has assigned a number to the project, provide the project number(s). Always include University Owner project numbers. Include phase and/or bid package numbers. The project name or description must be easily identifiable with the related bid packages and construction contracts.
(6)	**BUDGET**: Mark the appropriate box to identify whether the Budgeted Cost of the Work is tentative or fixed and state the budgeted amount in both words and figures.
(7)	**BASIC FEE** (mark one of two boxes)**:** • If the Basic Fee is a Fixed Fee, mark the first box and insert the amount of the Fixed Fee in both words and figures **OR** • If the Basic Fee is to be determined as a percentage of the Cost of the Work, mark the second box and insert the percentage rate at the end of the sentence. If two or more rates are applicable, insert "multiple fee rates" at the end of the sentence and provide an explanation in Special Services. A Basic Fee larger than would be determined in accordance with Chapter 4-Supplement of the Manual of Procedures must be justified by the information contained in items 9 and 12.
(8)	**PROJECT CLASSIFICATION** (mark one of three boxes)**:** • If the Project falls within a Building Group defined in Chapter 4-Supplement, mark the first box and insert the Building Group number (I, II, III, IV, or V) at the end of the sentence, **AND/OR** • If the Project is divided into two or more Building Groups, mark the second box and provide detailed description under item 12, **OR** • If the Project does not fall within a Building Group, mark the third box and provide detailed description under item 12.
(9)	**DETERMINATION of the BASIC FEE** (mark one or two of three boxes)**:** • If the Basic Fee, either as a Fixed Fee or a Basic Fee Rate, was derived from the "Schedule of Basic Fee Rates" of Chapter 4-Supplement, mark the first box. If the Basic Fee was derived from the "Schedule of Basic Fee Rates" of Chapter 4-Supplement, but increased for Major Renovation, **ALSO** mark the second box and insert the percentage of increase used (0% to 25%), **OR** • If the Basic Fee was negotiated, mark the third box and provide a detailed description under item 12.
(10)	**a. TERMINATION PERIOD:** Insert the number of months of Project postponement or delay that is allowable before the Agreement can be terminated under Standard Article 9 (24 months is typical). **b. DESIGN SCHEDULE:** Insert the number of calendar days applicable to each phase of the design schedule in Standard Article 11.
(11)	**TERM:** Insert the number of years and/or months of the Agreement period which commences upon receipt of all requisite signatures, and insert the end date of the Agreement.

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(12)	**SPECIAL PROVISIONS:** All negotiated modifications or supplementations of the Standard Articles must be covered in detail as Special Provisions. For clarity, the Standard Article being modified or supplemented should be cited. Items that are the Owner's responsibilities per Standard Article 2 may instead be handled by the Architect and be included in Special Provisions as "Reimbursable Expenses." Services beyond those included in Basic Services and Basic Fee per Standard Articles 3 and 4 are to be included in Special Provisions as "Special Services." If the space provided in the Agreement form is not sufficient, Special Provisions may be continued in an attachment that is cited in the Special Provisions space. Typical subjects of Special Provisions are listed and should be marked below:	

	TYPICAL SUBJECTS ADDRESSED IN SPECIAL PROVISIONS	

YES	N/A	For each item below mark "YES", indicating that the item has been addressed as a Special Provision, or mark "N/A", indicating that the item is not applicable.
		Basic Services Fee (from Item 7)**:** Fees for services provided will be either computed hourly (attach hourly rates) or as a percentage of construction costs based on the DCM fee schedule depending on the size and scope of the project. • The Schedule of Basic Fee Rates assumes that the Work will be executed under one lump sum Construction Contract, or one lump sum Construction Contract for sitework and a second lump sum Construction Contract for building construction. If multiple Construction Contracts, phased construction, fast track, construction management, or other delivery methods are to be employed, this should be addressed.
		Project Classification (from Item 8)**:** • If the Project involves buildings in two or more Building Groups, the buildings should be identified by Building Groups and it should be stipulated whether separate or average Basic Fee Rates are to be applied due to multiple classifications. • If the Project does not fall within a Building Group, the design requirements differing from the standard Building Groups should be identified and the basis for determination of the Basic Fee explained.
		Negotiated Basic Fee (from Item 9)**:** • If a negotiated Basic Fee is less than the maximum allowable in Chapter 4-Supplement of the Manual of Procedures, this should be stated for clarity of the Agreement. • If a negotiated Basic Fee is more than maximum allowable in Chapter 4-Supplement of the Manual of Procedures, this must be explained and justified for DCM concurrence. • If the Basic Fee is negotiated to cover services or expenses not included in the Basic Services of the Standard Articles, such services and expenses should be clearly identified as included in the Basic Services.
		Special Services (if any) shall be listed as a lump sum, if negotiated, or a not-to-exceed amount. See DCM Form B-2A Article 5 for a listing of the allowed special services. If no special services are anticipated for the term of the Agreement, please indicate.
		Reimbursable Expenses (if any) shall be listed as a not-to-exceed amount. See DCM Form B-2A Article 6 for a listing of the allowed reimbursable expenses. If no reimbursables are anticipated for the term of the Agreement, please indicate.
		Total Fees: An accounting of the total fee shall be listed to include: 1. Basic Services 2. Special Services 3. Reimbursables *Note: Download and begin to fill out DCM Form B-4A: Table of Authorized Projects Under the Agreement, which is required with any amendments for future changes to the work.*
		Incorporation of attachments stipulating additional terms and conditions of the Agreement.

(13)	**CONSULTANTS:** Insert the firm name, Alabama Registration Number, address, phone number and email address of each design consultant to be employed by the Lead Design Professional.
(14)	**SIGNATURES – APPROVING and CONTRACTING PARTIES:** The signature spaces for State Agency and Department projects, fully locally funded Alabama Community College System projects, PSCA-funded projects and fully locally-funded K-12 projects are different from each other. Download the appropriate document per Owner/funding type from DCM's website at www.dcm.alabama.gov/ forms.aspx. The design professional shall forward all three (3) copies of the completed Agreement with original design professional signatures and attachments to the Owner for signature. The Owner shall then forward the documents per the Signature/Review Flow instructions specified on the Agreement form underneath the signature block. Original signatures required; copies of signatures will not be accepted.

ATTACHMENTS: The following attachments are required to be submitted with all O/A Agreements:
- E-Verify Memorandum of Understanding - required per Section 31-13-25(b) of the Code of Alabama.
- State of Alabama Disclosure Statement - required per Section 41-16-82 of the Code of Alabama.
- Insurance Certificate (Refer to Article 13 of DCM Form B-2A: Standard Articles to the Agreement) - required per Section 39-2-8 of the Code of Alabama.

SUBMITTAL TO DCM:
- All contract documents and attachments must be single-sided on letter-sized paper without staples; use clips. Purpose: quickly and efficiently scan thousands of documents into DCM's database. Scanners compatible with the database do not scan double-sided nor legal-sized paper.
- Double-side printed documents will not be accepted.
- The Contract Document Administration Fee-O/A must be paid by the time an O/A Agreement for a state agency, Alabama Community College System (ACCS) (* see exception below for Open-End Agreements) or PSCA-funded project is submitted to DCM for review or when a locally-funded project O/A Agreement is converted to PSCA. O/A Agreement reviews can begin once the fee has been paid.

  Basic Contract Document Administration (CDA) Fee: This fee covers review of the O/A Agreements and Construction Contracts for state agency projects, ACCS projects and partially or fully PSCA-funded projects of K-12 public schools and universities and the related amendments, change orders, service invoices and pay requests. This fee does not apply to fully locally-funded K-12 public school projects or fully locally-funded university projects. The Basic CDA Fee covers review of the original submitted document and one revision. The total basic CDA fee is 1/2 of 1% of the total construction cost, due in two parts: 1/4 of 1%(.25%) of the Project Budget for administration of the O/A Agreement. 1/4 of 1% (.25%) of the Construction Contract Amount for administration of the Construction Contract.

  * CDA Fee-OA Exception: Open-End O/A Agreements have no specific project sum at inception; therefore a CDA Fee-OA cannot initially be determined. Because one of the purposes of this type of Agreement is to aggregate services for multiple smaller projects, the CDA Fee-OA associated with Open-End Agreements is billed annually with a year-end of June 30th. The CDA Fee-CC for a Construction Contract of an Open-End project is still due when the contract is submitted to DCM. Note: PSCA funds are not applicable to Open-End O/A Agreements.

  Fees may be paid online at www.dcm.alabama.gov or paid with a physical check. Make check payable to: "Finance - Construction Management", include the DCM (BC) Project #, if assigned, on the check and attach the CDA Fees Calculation Worksheet (also available on www.dcm.alabama.gov). Mail payment to: Finance - Construction Management, P.O. Box 301150, Montgomery, AL 36130-1150. For payments using Public School and College Authority (PSCA) funds and for state agency inter-fund transfers: contact Jennie Jones at 334-242-4808 or jennie.jones@realproperty.alabama.gov.

  Additional Revised Contract Document Fee: When more than one revision of an O/A Agreement is required, an additional fee of $200.00 will be charged to the design professional for each additional submittal until the document is executed.