

(1) B.C. Project No. _____

To be completed using ABC Form B-3, "Checklist for Preparation of Agreement Between Owner and Architect"

AGREEMENT BETWEEN OWNER AND ARCHITECT

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

(2) **DATE of this AGREEMENT:**

(3) **The OWNER(s):**

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

FEIN _____

(5) **The PROJECT:** *(Insert full description of Project, Location, Address, and 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.

(8) **PROJECT CLASSIFICATION:** As defined in the current edition of Chapter 4 - Supplement of the "Manual of Procedures of the Alabama Building Commission" 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 Building Commission."

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.

TIME PERIODS of the AGREEMENT:

- (10) 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.
- (11) b. The Design Schedule of Standard Article 11: _____calendar days for Schematic Drawings
_____calendar days for Preliminary Drawings
_____calendar days for Final Drawings

STANDARD ARTICLES:

By reference, the current edition of “Standard Articles of the Agreement Between Owner and Architect” (ABC 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:**

1. Attached to and made part of “Standard Articles of the Agreement Between Owner and Architect” is “Article 16 - Amended and Special Provisions to Standard Articles of the Agreement Between Owner and Architect.”
2. Attached to and made part of “Agreement Between Owner And Architect” is “Schedule Of Maximum Fees And Charges.”
3. ALABAMA IMMIGRATION LAW REQUIREMENTS. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

Please provide the Owner a copy of your E-verify enrollment Memorandum of Understanding.

(If Special Provisions must be continued in an attachment, identify the attachment above.)

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

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.

(15)

APPROVALS	CONTRACTING PARTIES
<p>By _____</p> <p style="text-align: center;">STATE OF ALABAMA BUILDING COMMISSION <i>(Not required for locally-funded SDE projects)</i></p> <p>By _____ Director, Technical Staff</p>	<p style="text-align: center;">_____ Architect</p> <p>By _____ Signature of Officer of Firm</p> <p>Name & Title _____</p> <p style="text-align: center;">The Board of Trustees of The University of Alabama for The University of Alabama at Birmingham</p> <p style="text-align: center;">_____ Owner</p> <p>By _____</p> <p>Name & Title Patricia A. Raczynski UAB Chief Financial Officer</p>

SCHEDULE OF MAXIMUM FEES AND CHARGES
(PERCENTAGE OF THE BASIC RATE OF THE FEE SCHEDULE)

BC Project No. _____
UAB Project No. _____

- (1) Basic Services: _____%
 - Service A \$ _____
 - Services B & C \$ _____
 - Services D & E \$ _____

Total Basic Services \$ _____

- (2) Reimbursable Expenses
 - a. Air Travel - Site Visits \$ _____
 - b. Air Travel - between Architect's Office and Birmingham \$ _____
 - c. Living Expenses Related to Air Travel \$ _____
 - d. Extra Reproductions \$ _____
 - e. Drawings and Specifications Handling Expenses \$ _____
 - f. Project Review Fees \$ _____
 - g. Bid Advertisements \$ _____

Total Reimbursable \$ _____

- (3) Charges for Extra Services and Special Cases *
 - a. Phasing of the Work \$ _____
 - b. Professional Models/Renderings \$ _____
 - c. CADD Resource Drawings \$ _____

(4) Special Site Visits \$ _____

(5) Other (Specify) \$ _____

Total Extra Services, Special Site Visits, Other \$ _____

* All other Extra Services performed on the Project must be approved in writing prior to execution thereof and in the form of an Amendment to this Contract.