STATE OF ALABAMA
TUSCALOOSA COUNTY

AGREEMENT BETWEEN OWNER AND DESIGNER

1 DATE of this AGREEMENT: ______________________

2 UA PROJECT NAME: ______________________________________________________

3 UA PROJECT NUMBER: ______________________

4 OWNER: The Board of Trustees of The University of Alabama
          Box 870186
          Tuscaloosa, Alabama 35487-0186

5 DESIGNER: Name of Company: ________________________________________________

                          Contact Name (Primary): ______________________ Title: ______

                          Address: ____________________________________________________

                          City: ______________ State: __________ Zip Code: __________

6 PROJECT DESCRIPTION: ______________________

7 PROJECT CLASSIFICATION:
   As defined in Standard Article 2 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, Appendix A.
   □ The Project does not fall within a Building Group; see the Special Provisions of this Agreement, Appendix A.
8 BUDGET:
The amount budgeted by the Owner for the Cost of the Work is

________________________________________ dollars ($ )

9 BASIC SERVICES (Select One):
☐ The Designer shall render Basic Services A, B, C, D, and E for the above-referenced Project in accordance with Standard Article 1, or
☐ See attached Appendix B for applicable deletions, additions, and/or revisions of the Basic Services listed in Standard Article 1.

10 COMPLETION SCHEDULE:
The Completion Schedule of Standard Article 4 is summarized as follows:

Design Start:________________________________________

Service A:
• 10% Review Submittal due date or duration:________________________________________

Service B:
• 30% Review Submittal due date or duration:________________________________________

Service C:
• 60% Review Submittal due date or duration:________________________________________
• 90% Review Submittal due date or duration:________________________________________
• 100% Review Submittal due date or duration:________________________________________

Bid Package due date or duration/Design Complete:________________________________________

Construction Complete:________________________________________

11 STANDARD ARTICLES:
By reference, the “Standard Articles of Agreement Between the Owner and Designer” dated March 11, 2022 are 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 herein or in the Special Provisions below.

12 SPECIAL PROVISIONS (Appendix A, If Applicable):
☐ Appendix A - Special Provisions (Check box if included)
☐ N/A
TOTAL FEE (as calculated below):
Any adjustment shall be governed by the Standard Articles. For any hourly, not-to-exceed fees, please attach a schedule of hourly rates.

A. The Base Fee
The Base Fee for services A-E shall be (choose one):

(1) A Percentage Fee, based on ____% of the □ estimated □ fixed Cost of Work budgeted at

$________________________ plus a ______% renovation factor (if applicable) for a total percentage fee of: $________________________

(2) A Lump Sum Fee of: $________________________

(3) An Hourly Fee with a Not-to-Exceed Cap of: $________________________

B. Additional Services
Additional Services consist of work that is above and beyond services A-E. See Appendix C for detailed listing.

<table>
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<tr>
<th>DESCRIPTION</th>
<th>□ NTE</th>
<th>□ Lump Sum $</th>
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DESCRIPTION □ NTE □ Lump Sum $________________________

DESCRIPTION □ NTE □ Lump Sum $________________________

DESCRIPTION □ NTE □ Lump Sum $________________________

Total Additional Services: $________________________

C. Reimbursable Expenses
Reimbursable Expenses shall include lump sums or allowances for any Owner agreed to expenses that are eligible for reimbursement (subject to the Standard Articles) – see Appendix C for detailed listing.

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<th>□ Lump Sum $</th>
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DESCRIPTION □ NTE □ Lump Sum $________________________

DESCRIPTION □ NTE □ Lump Sum $________________________

DESCRIPTION □ NTE □ Lump Sum $________________________

Total Reimbursable Expenses: $________________________
D. Credits
Credits consist of discounts to the basic fee for previous work under separate contract, services performed in-house by UA, etc.

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<th>DESCRIPTION</th>
<th>□ Percentage □ Lump Sum $</th>
<th>□ Percentage □ Lump Sum $</th>
<th>□ Percentage □ Lump Sum $</th>
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Total Credit(s) $ 

TOTAL FEE: (Total of A. Basic Fee, B. Additional Services, C. Reimbursable Services, and D. Credits): $ 

14 CONSULTANTS: Pursuant to Standard Article 8, the consultants to be employed by the Designer are:

<table>
<thead>
<tr>
<th>Consultant Type</th>
<th>AL Registration No.</th>
<th>Company Name</th>
<th>/Contact</th>
<th>Fee Type</th>
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If any fees above not included in the Basic Percentage Fee then provide information in the Fee Justification, Appendix C.
The Owner and the Designer hereby agree to the full performance of the covenants contained herein.

CONTRACTING PARTIES

DESIGNER:

__________________________________________

By: ________________________________________

__________________________________________

__________________________________________

OWNER:
The Board of Trustees of The University of Alabama

By: ________________________________________
Cheryl Mowdy,
Interim Vice President for Finance and Operations
The University of Alabama, Tuscaloosa

Appendices:
Appendix A:

Appendix B:

Appendix C:

Attachments:
Attachment A: UA Minimum Field Inspection Requirements
Attachment B: Vendor Disclosure Statement
Attachment C: Certificates of Insurances

Standard Articles of the Agreement between Owner & Designer
SPECIAL PROVISIONS:

<table>
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<th>Please include all special provisions to Agreement below:</th>
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APPENDIX B

AGREEMENT BETWEEN OWNER AND DESIGNER

DESCRIPTION OF BASIC SERVICES:
Please include project background, programming and description of scope of work below:
### FEE JUSTIFICATION DESCRIPTION:

Please describe any additional services, renovation factors, reimbursable expenses, inventory of anticipated hours (NTE fees only), or other deviations or increases from the standard fee schedule.

Please list any additional consultant fees as noted under CONSULTANTS, line item 14.