

FOR REFERENCE ONLY. THIS FORM WILL BE COMPLETED ELECTRONICALLY. DO NOT SUBMIT ON PAPER.
CONTACT THE UA PROJECT MANAGER WITH QUESTIONS.

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

13 **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.

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.

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.

DESCRIPTION ☐ Percentage ☐ Lump Sum \$ _____

DESCRIPTION ☐ Percentage ☐ Lump Sum \$ _____

DESCRIPTION ☐ Percentage ☐ Lump Sum \$ _____

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:

Consultant Type	AL Registration No.	Company Name	/Contact	Fee Type

If any fees above not included in the Basic Percentage Fee then provide information in the Fee Justification, Appendix C.

15 The Owner and the Designer hereby agree to the full performance of the covenants contained herein.

16 **CONTRACTING PARTIES**

DESIGNER:

By: _____

OWNER:

The Board of Trustees of The University of Alabama

By: _____

Cheryl Mowdy,
Senior Associate Vice President for 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](#)

APPENDIX A

AGREEMENT BETWEEN OWNER AND DESIGNER

SPECIAL PROVISIONS:

Please include all special provisions to Agreement below:

APPENDIX B

AGREEMENT BETWEEN OWNER AND DESIGNER

DESCRIPTION OF BASIC SERVICES:

Please include project background, programming and description of scope of work below:

Electronic Form

APPENDIX C

AGREEMENT BETWEEN OWNER AND DESIGNER

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.

Electronic Form

Attachment A - UA Minimum Field Inspection Requirements

Design team should plan on separate inspections per floor of building.
A field report should be issued within two workings days of inspections.

X - When needed by project schedule
W - Weekly
M - Monthly

	Architectural	Civil	Structural	Electrical	Mechanical	Plumbing	Fire Protection	Landscape
Site Utilities								
Storm		W						
Sanitary Sewer		W						
Water Service		W						
Under Slab Utilities				X	X	X		
Ball Test for Under Slab Piping						X		
Foundations			X					
Preslab Pour Inspections	As Required		X					
Inwall MEP	As Required			X	X	X		
Above Layin Ceiling MEP	As Required			X	X	X	X	
Above Hard Ceiling MEP	As Required			X	X	X	X	
Final Inspections	X	X	X	X	X	X	X	X
Landscape	As Required							X
Subgrade								W
Generator Startup				X				
Boiler Startup					X			
Chiller Startup					X			
Masonry	W							
Roof	W							
Year End	X	X	X	X	X	X	X	X
Stucco and EIFS	W							
Storefront and Curtain Walls	W							
Elevated Slabs Prepour	As Required		X	X	X	X		
Principal Architect on Design	M							
Inspection of on going work	W							