FACILITIES DIVISION

ACCS FORM 1-A

AGREEMENT BETWEEN OWNER & ARCHITECT

- ***Required Attachments:*** *O/A Agreements must include Insurance Certificates (Prime A/E Firm) State Disclosure Form, Project Fee Summary, and E-Verify Document. Do not staple attachments; use clips. Print single-sided; do not submit double-side printed documents.*
- *Supplemented by ACCS Form 1-B, Standard Articles of the Agreement Between Owner and Architect*

1 **ACCS PROJECT#:**	
2 Preparation date of **AGREEMENT** by Architect/Engineer:	

3 The **OWNER**, the Alabama Community College System on behalf of:

<Select Client>

Address:			
Email:		Phone:	

4 The ◯ **ARCHITECT** ◯ **ENGINEER** (Substitute '**ENGINEER**' for '**ARCHITECT**' hereinafter)

Firm Name:		**FEIN:**	
Address:			
Email:		Phone:	

5 The **PROJECT** (Project Name, Architect Project #, Phase/Bid #, Address/Location and brief Scope):

Review/Initial of Regional Facilities Director _____

6 Design Professional agrees to follow the current version of the ACCS Construction Manual of Procedures dated _____.

Design Professional agrees to follow the current version of the ACCS Instructions to Architects & Engineers dated _____.

Design Professional agrees to follow the most current version of the International Building Code, dated _____, and adopted by the State of Alabama.

7 **BUDGET:** The ◯ **TENTATIVE** ◯ **FIXED** Amount budgeted by the Owner for the Cost of the Work is:

Dollars $

Time sensitive funding source(s) expiration date: _____

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."

8 **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 %

which is an estimated architectural fee amount of $**0.000**.

(If two or more rates are applicable, insert "multiple fee rates" and provide an explanation in Special Provisions.)

9 **PROJECT CLASSIFICATION:** As defined in the current edition of the Manual of Procedures, this Project isclassified as follows:

◯ The Project is classified in Building Group: **<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

10 **DETERMINATION OF THE BASIC FEE:**

◯ The Basic Fee has been determined in accordance with the current edition of the ACCS Manual of Procedures.

◯ 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 the Manual of Procedures.

◯ The Basic Fee has been negotiated on the basis stated in the Special Provisions of this Agreement.

11 ESTIMATED DESIGN AND PROJECT COMPLETION DATES:

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

c. Estimated Design and Project Completion Dates:

	Date of completed Schematic Drawings submitted to ACCS Facilities for review and approval.
	Documented notifications to construction industry of project and anticipated base bid date and site/demolition bid date, etc.
	Date of early release site bid package (new construction only).
	Date of early release demolition bid package (renovation work only).
	Date of itemized list of all long-lead time mechanical equipment needed for cooperative supplier purchases.
	Date of itemized list for all early release long-lead time electrical equipment cooperative supplier purchases.
	Date of ACCS Facilities Committee project review (10 weeks prior to base bid and/or early release site/demolition bid).
	Date of Preliminary Drawings submitted to ACCS for review and approval.
	Date of peer reviews (design, MEP – new construction only) of project.
	Date of code compliance (Authority Having Jurisdiction/Independent Code Consultant) review of project.
	Date of Final Drawings submitted to ACCS for review and approval.
	Date of prebid.
	Date of bid (expectation – minimum of 5-6 contractors submitting bids).
	Date of Notice of Award.
	Date of Pre-construction Conference.
	Date of Notice to Proceed.
	Date of Substantial Completion.
	Date for completion of Punch-List.
	Date of Final Completion.
	Date of One Year Inspection.
	Date for completion of One Year Inspection items.

12 **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" (ACCS Form 1-B) 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. All other terms and conditions which deviate from this Agreement and the "Standard Articles" are expressly rejected.

13 **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, 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.) ALL SPECIAL PROVISIONS MUST BE APPROVED BY ACCS FACILITIES PRIOR TO EXECUTION OF THIS AGREEMENT. AFTER EXECUTION OF THIS AGREEMENT, ADDITIONAL SPECIAL PROVISIONS MAY ONLY BE ADDED BY AN EXECUTED AMENDMENT TO THIS AGREEMENT.

14 **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	OTHER
ELECTRICAL ENGINEER	MECHANICAL ENGINEER	OTHER

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**

LOCAL COLLEGE OR TRADE SCHOOL

BY: _____
AS PRESIDENT OF

<Select Client>

ALABAMA COMMUNITY COLLEGE SYSTEM (ACCS)

BY: _____ DATE: _____
CHIEF FACILITIES OFFICER

CONTRACTING PARTIES

_____
ARCHITECTURAL/ENGINEERING FIRM

BY: _____
SIGNATURE OF OFFICER OF FIRM

NAME: _____

TITLE: _____

ALABAMA COMMUNITY COLLEGE SYSTEM
(AS OWNER)

BY: _____
CHANCELLOR

ATTACHMENTS:

- ☐ Approved Project Request Form
- ☐ Certificate of Liability Insurance
- ☐ State of Alabama Disclosure Statement
- ☐ E-Verify Memorandum of Understanding
- ☐ **W-9** (Request for Taxpayer Identification Number and Certificate)

Review/Initial of Regional Facilities Director _____