



Standard Form of Agreement between Owner and Designer

Part A:

A.1 This AGREEMENT is made this _____ day of _____ in the year _____ by and between the **State of Tennessee**

DEPARTMENT OF FINANCE AND ADMINISTRATION on the behalf of the
<<State Agency>>
hereinafter called the **Owner**, and

<<Designer Firm>>
<<Designer Address>>
<<City>>, <<State>> <<Postal Code>>
hereinafter called the **Designer**.

A.2 WITNESSETH, whereas it is the intention of the Owner to complete the work of the following project:

Project Title: **<<Project Title from SBC-1>>**
Institution: **<<Institution>>**
Location: **<<Location>>**
SBC Number: **<<SBC Number>>**
Project Description **<<Project Description from SBC-1>>**

hereinafter called the Project, at a Maximum Allowable Construction Cost not to exceed

<<MACC>> AND NO/100TH DOLLARS

\$<<MACC DOLLAR AMOUNT>>

unless adjusted by the Owner by written Supplemental Agreement, and
whereas the Owner desires the services of the Designer hereinafter set forth.

A.3 NOW, THEREFORE, The Owner and The Designer, for the consideration hereinafter set forth, agree as follows:

Part B:

B.1 The words “**Terms and Conditions**” as used in this Agreement shall be a reference to the provisions contained in the **January 2007** Form SBC-6a, Standard Terms and Conditions for Agreement Between Owner and Designer. Form SBC-6a, Standard Terms and Conditions for Agreement Between Owner and Designer, Articles 1-16, pages 1-11, are hereby made a part of this Agreement as fully and to the same effect as if embodied verbatim herein.

B.2 The Designer shall provide professional services for the Project in accordance with the Terms and Conditions.

B.3 The Owner shall compensate the Designer in accordance with the Terms and Conditions as follows:

B.3.1 For the Designer’s Basic Services:

Paragraphs 2-1-<<Paragraph No.>> Through 2-1-<<Paragraph No.>>

as defined in the Terms and Conditions, the fee shall be a lump sum of:

<<LUMP SUM AMOUNT>>AND NO/100TH DOLLARS

\$<<LUMP SUM AMOUNT>>

OR

N/A

as defined in the Terms and Conditions,

the fee shall be a multiple of Direct Expense with a maximum fee not to exceed:

<<DIRECT EXPENSE AMOUNT>>AND NO/100TH DOLLARS

\$<<NOT TO EXCEED AMOUNT>>

B.3.2. Compensation for the Designer, applicable to payment for basic services when such are based on a multiple of direct expense, and applicable to extra fees for Designer's Additional Services, are as follows:

B.3.2.1 Principal's time at a fixed rate, in dollars per hour, not to exceed **one hundred fifty-five and no/100 dollars (\$155.00)**.

B.3.2.2 Employee's time computed at a multiple of two and forty-five one hundredths (**2.45**) times the employee's Direct Personnel Expense as defined in the Terms and Conditions, not to exceed the maximum hourly rate of **one hundred fifty-five and no/100 dollars (\$155.00)**.

B.3.2.3 Professional consultants engaged for the normal structural, mechanical, electrical, civil, or architectural services, at a multiple of one and twenty one hundredths (**1.20**) times the amount billed to the Designer, computed in accordance with clauses B.3.2.1 and B.3.2.2 above.

B.3.3 Designer's Principals, for the purpose of this Agreement are:

Principal(s)

B.3.4 Designer's Consultants, for the purposes of this Agreement, are:

Services	Firm	Principal	Registration Number
Structural:	Structural		TN Lic. #
Mechanical:	Mechanical		TN Lic. #
Electrical:	Electrical		TN Lic. #
Architectural:	Architectural		TN Lic. #
Civil:	N/A		
Landscape:	N/A		
Other:	N/A		

B.3.5 For the **Designer's Reimbursements**, amount expended as defined in the Terms and Conditions.

B.3.6 For obtaining surveys, reports, tests, and engineering data, as defined in the Terms and Conditions, the Owner shall reimburse the Designer at a multiple of one and twenty one hundredths (**1.20**) times the direct cost.

B.3.7 The conditions of payment shall be as described in the Terms and Conditions.

Part C:

C.1 Professional Liability Insurance coverage, as set forth in the Terms and Conditions, is required as follows:

<<INSURANCE AMOUNT>>AND NO/100TH DOLLARS

<<\$INSURANCE>>

Part D:

D.1 The Designer agrees to begin work upon receipt of a fully executed counterpart of this Agreement and to pursue its work with diligence.

D.2 The Designer agrees to a schedule as follows:

To complete services described in paragraphs 2-1-1 through 2-1-21 of the Terms and Conditions within **DDP** calendar days from the date of Notice to Proceed:

AND

To complete services described in paragraphs 2-1-22 through 2-1-26 of the Terms and Conditions within an additional **CDP** calendar days from approval of the work performed in paragraphs 2-1-1 through 2-1-21 of the Terms and Conditions

Reviewed and approved:

By: _____ Date: _____
State Architect or designee

In witness whereof, the Owner and the Designer have executed this Agreement.

Designer:

<<DESIGNER FIRM>>

Person(s) signing for Designer must be named as Principal above

By: _____

Title: _____

Date: _____

Comptroller: *(for Compliance with Policy & Statute)*

if over \$50K

By: _____

Date: _____

Owner:

State of Tennessee

As required by State Building Commission policy and requirements of the Contracting Agency

Department of Finance & Administration

M. D. Goetz, Jr., Commissioner

Attorney General: *(for Form and Legality)*

if over \$100K

By: _____

Date: _____

By: _____

Date: _____