

**Standard Form of Agreement
Between Owner and Designer**

UTFP Account No. _____

UTFP Project No. _____

Part A:

A.1 This AGREEMENT is made this **<<Number, e.g. "2nd>>** day of **<<Month>>** in the year **<<Year>>** by and between **The University of Tennessee** hereinafter called the **Owner**, and

<<Designer Firm>>
<<Designer Address>>
<<City, State Postal Code>>
Federal Taxpayer Identification Number: **<<Designer's Number>>**

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>>**
Location: **<<Location>>**
SBC Number: **<< Number>>**
Project Description: **<<From SBC-1>>**

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

<<MACC AMOUNT IN WORDS>> AND NO/100 DOLLARS
\$<<MACC AMOUNT IN NUMBERS>>

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 University of Tennessee **January 2009** Standard Terms and Conditions for Agreements Between Owner and Designer. The University of Tennessee Standard Terms and Conditions for Agreements Between Owner and Designer, Articles 1-16, pages 1-13, 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 <<Number>> Through <<Number>>

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

<<DELETE OR SHOW LUMP SUM AMOUNT IN WORDS>> AND NO/100 DOLLARS
\$<<DELETE OR SHOW LUMP SUM AMOUNT IN NUMBERS>>

OR

as defined in the Terms and Conditions,
the fee shall be a multiple of Direct Expense with a maximum fee not to exceed:

<<DELETE OR SHOW NOT TO EXCEED AMOUNT IN WORDS>> AND NO/100 DOLLARS
\$<<DELETE OR SHOW NOT TO EXCEED AMOUNT IN NUMBERS>>

B.3.1 continued – If the Designer's Basic Services are compensated by a Lump Sum Fee the calculation of the Lump Sum Fee may be shown here.

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:

<u>Services</u>	<u>Firm</u>	<u>Principal</u>	<u>Registration Number</u>
Structural			
Mechanical			
Electrical			
Civil			
Architectural			

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 IN WORDS>> AND NO/100 DOLLARS
\$<<INSURANCE AMOUNT IN NUMBERS>>

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
<<NUMBER>>
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
<<NUMBER>>
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:

Owner, The University of Tennessee:

<<Designer Firm>>

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

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Exhibit A
Attestation Regarding Personnel Used in Contract Performance

As Referenced in Article 11 of Standard Terms and Conditions for Agreements Between Owner and Designer

Project Title and SBC Number:	
Legal Entity Name of the Party Participating in a State Contract	
Federal Employer Identification Number (or Social Security Number)	

The Party, identified above, does hereby attest, certify, warrant, and assure that the Party shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor or consultant who will utilize the services of an illegal immigrant in the performance of this Contract.

Signature: _____ **Date:** _____

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Party. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Party.

Type or Print Name of Signatory: _____

Type or Print Title of Signatory: _____