

MODIFICATIONS TO AIA DOCUMENT B141-1997, *Standard Form of Agreement Between Owner and Architect With Standard Form of Architect's Services*

The provisions of these Modifications shall delete, replace and supplement the provisions contained in the "*Standard Form of Agreement Between Owner and Architect With Standard Form of Architect's Services*", AIA Document B141-1997 Edition. The provisions contained in these Modifications will supersede any conflicting provisions of the AIA Document. The term "Agency", as used in these Modifications, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 1.2, RESPONSIBILITIES OF THE PARTIES

1.2.2 Add the following subparagraph to paragraph 1.2.2:

1.2.2.8 The Owner shall provide the Architect with Agency standard Construction Contract Document Guides.

ARTICLE 1.3, TERMS AND CONDITIONS

1.3.5.2 Delete the words "unless the parties mutually agree otherwise" and substitute the words "if the parties mutually agree" in the first sentence of subparagraph 1.3.5.2.

1.3.7.1 Delete subparagraph 1.3.7.1 and substitute the following:

1.3.7.1 This Agreement shall be governed by the law of the Project location.

1.3.7.4 Delete subparagraph 1.3.7.4.

1.3.7 Add the following subparagraphs to paragraph 1.3.7:

1.3.7.10 This Agreement shall not become effective until concurred with in writing by the Agency. Such concurrence shall be evidenced by the signature of a duly authorized representative of the Agency in the space provided at the end of the Agency Attachment to this Agreement.

1.3.7.11 If applicable, the Architect shall comply with section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (7 C.F.R. part 3018). This law pertains to restrictions on lobbying and applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, the Architect must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Contract. The certification and disclosure forms shall be provided by the Owner.

1.3.7.12 The Architect agrees to abide by the requirements of 7 C.F.R. part 3017, which pertains to the debarment or suspension of a person from participating in a Federal program or activity. If the total compensation described in Article 1.5 exceeds \$25,000, the Architect shall complete the relevant certification form provided by the Owner.

1.3.8.2 Delete the second sentence in subparagraph 1.3.8.2 and substitute the following:

When the Project is resumed, the Architect's compensation may be equitably adjusted, as mutually agreed, to provide for expenses incurred in the interruption and resumption of the Architect's services.

1.3.8.7 Insert the words "as mutually agreed" after "Termination Expenses" in subparagraph 1.3.8.7.

1.3.9.3 Add the words "and the Agency" after the words "Owner's authorized representative" in subparagraph 1.3.9.3.

ARTICLE 1.4, SCOPE OF SERVICES AND OTHER SPECIAL TERMS AND CONDITIONS

1.4.1 Delete the word "both" from the end of the second sentence and conclude the sentence with "Owner, Architect and Agency."

1.4.2 Add the following subparagraph:

1.4.2.1 This Agreement is modified and supplemented by RD Instruction 1924-A, Guide 1, Attachment 9.

ARTICLE 1.5, COMPENSATION

1.5.3 Insert a multiplier not to exceed "one point one (1.1)".

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Add the sentence: For the Owner's budgeting purposes, the estimated total cost of reimbursable expenses for this project is:

ARTICLE 2.1, PROJECT ADMINISTRATION SERVICES

2.1.5 Add the words "and concurrence by the Agency" after approval by the Owner" in paragraph 2.1.5.

2.1 Add the following Paragraph to ARTICLE 2.1:

2.1.8 The Architect shall consult with the Agency Architect or Engineer about the Agency's requirements and procedures.

ARTICLE 2.4, DESIGN SERVICES

2.4.2 Add the following subaragraph to 2.4.2:

2.4.2.2 The Architect shall prepare a Preliminary Architectural Report (PAR) as outlined in RD Instruction 1942-A Guide 6 "PRELIMINARY ARCHITECTURAL FEASIBILITY REPORT".

2.4.4 Add the following subparagraphs to paragraph 2.4.4:

2.4.4.4 Upon award of the construction contract, the Architect shall furnish the Owner six (6) sets of Construction Contract Documents for execution.

ARTICLE 2.6, CONTRACT ADMINISTRATION SERVICES

- 2.6.1.3 Delete the first sentence of subparagraph 2.6.1.3 and substitute as follows.

The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment is due to the Contractor, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall be available to furnish architectural services and consultations necessary to correct unforeseen construction defects normally encountered during this period. The Architect shall assist the Owner in performing a review of the Project during the 11th month after the date of Substantial Completion.

- 2.6.1.8 Delete the words, "and shall not be liable for results of interpretations or decisions so rendered in good faith" in the last sentence of subparagraph 2.6.1.8.

- 2.6.1 Add the following subparagraphs to paragraph 2.6.1:

2.6.1.10 The Architect shall conduct on-site progress meetings no less than once a month during the periods of active construction. These meetings should be held with the Contractor, affected Sub-contractors, Project Representative, Owner, representatives of the Owner, and other interested parties as appropriate, to review and discuss the Contractor's application for payment, work progress schedule, construction problems or disputes, and other appropriate matters.

2.6.1.11 The Architect shall chair the Preconstruction Conference prior to Owner issuing the Notice to Proceed.

- 2.6.2.1 Add the following sentences to subparagraph 2.6.2.1:

Such visits to the site shall be documented in writing on standard inspection report forms with copies furnished to the Owner, Contractor and Agency. Visits to the site shall be in accordance with Agency requirements and procedures.

- 2.6.2 Add the following subparagraph to paragraph 2.6.2:

2.6.2.6 The Architect shall advise the Owner of required tests, inspections and reports, shall furnish coordination of such tests and inspections, and shall advise the Owner and Agency of the results of same. Copies of test results shall be furnished to the Owner, Contractor, and Agency, as appropriate.

- 2.6.3 Add the following subparagraph to paragraph 2.6.3:

2.6.3.4 The Architect shall obtain Agency concurrence on all Certificates of Payment before payment is made.

- 2.6.5.1 Add the following sentences to subparagraph 2.6.5.1:

Preparation of Change Orders which do not substantially affect the project shall be included in the compensation computed in paragraph 1.5.1. The Architect shall obtain Agency concurrence in writing for Change Orders prior to the performance of the Work.

- 2.6.6.1 Delete subparagraph 2.6.6.1 and substitute the following:

2.6.6.1 The Architect shall conduct an inspection prior to the issuance of the Certificate of Substantial Completion and shall submit a written report to the Owner, Agency and the Contractor about Work to be completed prior to final acceptance. Said inspection and Certificate of Substantial Completion shall be provided by the Architect for each Prime Contractor as appropriate. Such services shall be coordinated with the Agency. Prior to submitting the final Certificate for Payment, the Architect shall conduct an inspection, submit a Statement of Completion, receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor.

ARTICLE 2.8, SCHEDULE OF SERVICES

2.8.3 Insert the word "Architect" under the heading "Responsibility" for line items .16, .17, and .20 in the chart.

2.8.3 Add the following subparagraphs to paragraph 2.8.3 under the heading "Description of Services." below the chart:

2.8.3.a The Architect shall provide a detailed cost estimate based on Construction Contract Documents.

2.8.3.b If full time representation at the site is required, the Architect shall provide one or more Resident Inspectors to assist in carrying out such additional on-site responsibilities.

2.8.3.c Two (2) sets of Record Drawings shall be provided to the Owner.

SIGNATURE BLOCK:

The following signature block shall replace the signature blocks following paragraphs 1.5.9 and 2.9.1:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed
by their duly authorized officials, this Agreement in duplicate on the
respective dates indicated below:

ATTEST: _____
Type Name _____
Title _____
Date _____

OWNER:
By _____
Type Name _____
Title _____
Date _____

ATTEST: _____
Type Name _____
Title _____
Date _____

ARCHITECT:
By _____
Type Name _____
Title _____
Date _____

AGENCY CONCURRENCE:

By _____
Type Name _____
Title _____
Date _____

The concurrence so evidenced by the Agency shall in no way commit the Agency to render financial assistance to the Owner and is without liability to the Agency for any payment hereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with the requirements of the Agency.