**INSTRUCTIONS FOR COMPLETING THIS FORM ARE HIGHLIGHTED IN YELLOW.**

**RED TEXT: ENTER MISSING DATA, CONFIRM TEXT BY CHANGING TO BLACK TEXT OR DELETE**

**WHEN COMPLETE: DELETE ALL YELLOW HIGHLIGHTED TEXT, RED TEXT & BRACKETS.]**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | FY | Cost Center: | Object Code: | Amount: | Vendor #: | P.O. #: |
| Original Agreement:  Fee  Reimbursables |  |  | 1530  1580 |  |  |  |
| Amendment #\_\_:  Fee  Reimbursables |  |  | 1530  1580 |  |  |  |
| Amended Agreement Subtotal:  Fee  Reimbursables |  |  | 1530  1580 |  |  |  |

**AMENDMENT for**

**B133 Project Attachment to**

**Minnesota State Colleges and Universities AIA Document B133-2014**

**Standard Form of Agreement Between Owner and Architect, as currently amended by Owner (hereinafter AIA Document B133-2014)**

**AMENDMENT NO. X**

This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of ***[Insert name of College/University]****,* hereinafter referred to as the “Owner”, and the Architect, ***[Insert Architect Name and full address]****,* an independent contractor, not an employee of the State of Minnesota, hereinafter referred to as the “Architect”.

**Recitals**

WHEREAS, Owner has an agreement with the Architect (hereinafter “Original Agreement”) to provide Architect’s Services as listed in the **Minnesota State Colleges and Universities AIA Document B133–2014, Standard Form of Agreement Between Owner and Architect, as currently amended by the Owner (hereinafter referred to as “AIA B133-2014”)**, executed on ***[Date].***

For the following Project:

***[Insert Building Name, if applicable]***

***[Insert Name of College/University]***

***[Insert Campus Name, if applicable]***

***[Insert City, Minnesota]***

hereinafter referred to as the “Project”.

WHEREAS, the scope of Work has changed for the Project, as stated below:

*[Insert summary of change from original agreement]*

and

WHEREAS, the Owner and the Architect are willing to amend the Original Agreement, and

NOW THEREFORE, the Owner and the Architect agree to amend the Agreement in reference to the AIA B133-2014 sections as follows:

**Agreement Amendment**

**In this Amendment, deleted agreement terms will be struck out and the added agreement terms will be underlined.**

***[TYPICAL REVISIONS ARE FORMATTED ON INDIVIDUAL PAGES. Delete revisions that are not applicable add additional revisions. Reformat to eliminate spacing between revisions]***

**REVISON X**

**4.2.1.1** The Owner authorizes the Architect to provide the following Additional Services:

*[Delete services not requested and add other services as applicable. With each service, add detailed description of scope of work or reference attachment that includes it.]*

*a) Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;*

*b) Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws, or regulations or official interpretations;*

*c) Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;*

*d) Redesign requested by the Owner for changes in the scope of the Project Work after the Owner has approved Construction Documents, except to the extent required under Section 6.7,*

*e) Preparation for and attendance at a public presentation, meeting or hearing,*

*f) Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto,*

*g) Consultations concerning replacement of Work resulting from fire or other causes during construction, and*

*h) To the extent the Architect’s Basic Services are affected, providing Construction Phase Services 60 calendar days after (1) the date of the last Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is later.*

*i) To the extent the Architect’s Basic Services are affected, providing Construction Phase Services 60 calendar days after (1) the date of the last Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is later*.

**REVISION X**

*[If only a portion of project phases were included in original contract, use format below to add remaining phases]*

11.1 For the Architect’s Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

**a**) Schematic Design Phase *$****[Insert fee per original contract]***

b)Design Development Phase *$****[Insert fee per original contract]***

c)Construction Documents Phase *$****[Insert fee per original contract]***

**Total Basic Services Fee for phases a), b) and c) shall be $*[Insert fee per original contract written and number ($XX,000.00)].***

~~Should~~ the Owner ~~decide~~has decided to continue with the Project beyond the Construction Documents Phase, the ~~future~~ phases listed below ~~may~~ shall be added by this Amendment~~(s)~~ to this Agreement, at the amounts identified in the original contract as follows:

d) Bidding Phase  *$****[Insert fee per original contract]***

e)Construction Phase *$****[Insert fee per original contract]***

f)Project Closeout *$****[Insert fee per original contract]***

**Total Basic Services for additional ~~future~~ phases d), e) and f) ~~not~~ included in this contract shall be *[Insert fee per original contract written and number ($XX,000.00)].***

**Total Basic Service Fees for all Phases ~~including future phases~~ shall be *[~~Insert fee per original contract written and number($XX,000.00) and strike out~~] xx Thousand and No/100 Dollars ($XX,000.00)***

**REVISION X**

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall negotiate compensation for the Architect.as follows:

a) ***[Insert text from 4.1.1] $***XXX,000.00

b) ***[Insert text from 4.1.1] $***XXX,000.00

**Total Additional Service Fee Amount shall be *xx Thousand and No/100 Dollars ($XX,000.00).***

**REVISION X**

§ 11.5 The Architect’s total fee for all services of this Agreement, including the supplemental and additional services listed in Article 4.1 and 11.3 is:

**Net Total Fees Amount in this Agreement shall be *[~~Insert fee per original contract written and number ($XX,000.00)~~ ~~and strike out~~] xx Thousand and No/100 Dollars ($XX,000.00).***

**REVISION X**

11.8.1 For the Architects reimbursable expenses, the Owner shall compensate the Architect as follows:

***[Insert original contract text]***

***[Add new text]***

**Total Reimbursables in this Agreement shall not exceed *[~~Insert fee per original contract written and number ($XX,000.00) and strike out~~] xx Thousand and No/100 Dollars ($XX,000.00)***

Except as herein amended, the terms and conditions of the original contract remain in full force and effect.

*[WHEN FINALIZING DOCUMENT, FORMAT TO ALLOW ENTIRE SIGNATURE PAGE TO BE ON LAST PAGE]*

**Signatures:** *(Sign and date at the appropriate signature line below)*

In witness whereof, the Owner has caused this Agreement to be duly executed on its behalf and the Contractor has caused the same to be duly executed on its behalf.

APPROVED:

**1. ARCHITECT: [Insert name of Architect Firm]**

Architect certifies that the appropriate person(s) have executed the contract on behalf of Architect as required by applicable articles, by-laws, resolutions, or ordinances.

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**2. VERIFIED AS TO ENCUMBRANCE: [INSERT NAME OF COLLEGE/UNIVERSITY]**

When the agreement is processed in e-Builder, the encumbrance is incorporated into the workflow.

See top of page one for Encumbrance Details**.**

**3. MINNESOTA STATE: [Insert name of College/University]**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |

**4. AS TO FORM AND EXECUTION: [Insert name of College/University]**

|  |
| --- |
| By (authorized signature and printed name) |
| Title |
| Date |