**AMENDMENT**

**to**

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

**AIA Document B105-2017**

**AMENDMENT NO. X**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|  | 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 |  |  |  |

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 B101–2017, Standard Form of Agreement Between Owner and Architect, as currently amended by the Owner (hereinafter referred to as “AIA B101-2017”)**,

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, and

WHEREAS, the Owner and the Architect are willing to amend the Original Agreement as stated below.

NOW THEREFORE, it is agreed by and between the parties hereto that the Agreement shall be amended as follows:

**Agreement Amendment**

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

**REVISION #1:** 6.1 The Architect’s fee for all Services listed in Article 3 is:

**~~$Old~~ $ *New***

**REVISION #2:** 6.1 The Architect’s fee for Additional Services is:

**~~$Old~~ $ *New***

**REVISION #3:** 6.1 The Architect’s net total fee for all services of this Agreement, including the additional services listed in Article 4.1 is:

**~~$Old~~ $ *New***

**a) Design $\_\_\_\_\_\_\_\_\_\_\_ (30%)**

**b) Construction Documents Phase $\_\_\_\_\_\_\_\_\_\_\_ (45%)**

**c) Bidding Phase $\_\_\_\_\_\_\_\_\_\_\_ (5%)**

**d) Construction Phase $\_\_\_\_\_\_\_\_\_\_\_ (15%)**

**e) Project Closeout $\_\_\_\_\_\_\_\_\_\_\_ (5%)**

Total Fees Subtotal Amount = **~~$Old~~ $*New***

**Additional Services *[Insert text to describe additional services fees]***

**Net Total Fees Amount Encumbered in this Agreement = ~~$Old~~ $*New***

Partial payments for **a), b), c), d), and e)** above may be made monthly with the amount of the payment prorated over the anticipated time required to complete a particular phase. In no case shall the total of the partial payments for a particular phase exceed the fee for that phase as shown above.

**REVISION #4:** 6.2 & 6.3 Compensation for Reimbursable Expenses shall be as follows:

**Total Reimbursables Encumbered in this Agreement shall not exceed a total amount of:**

**~~$Old~~ $ *New***

Except as herein amended, the terms and conditions of the original contract remain in full force and effect.[WHEN FINALIZING DOCUMENT, FORMAT DOCUMENT SO THE ENTIRE SIGNATURE PAGE REMAINS ON THE LAST PAGE]

IN WITNESS WHEREOF, the parties have caused this amendment to be duly executed intending to be bound thereby.

**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.

**1. CONTRACTOR: [INSERT NAME OF CONSULTANT FIRM]**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR 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 first page of B101 Project Attachment 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 |