ATTACHMENT TO AIA DOCUMENT B101-2007, *Standard Form of Agreement Between Owner and Architect*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Form of Agreement Between Owner and Architect*," AIA Document B101-2007. The provisions contained in this Attachment will supersede any conflicting provisions of the AIA Document. The term "Agency," as used in this Attachment, shall mean the United States of America, acting through the United States Department of Agriculture.

ARTICLE 3, SCOPE OF ARCHITECT'S BASIC SERVICES

Add the words "and concurrence by the Agency" after "Owner's approval" in subparagraph 3.2.5, subparagraph 3.3.1 and subparagraph 3.4.1.

Delete subparagraphs 3.2.6 and 3.2.7
Add the following subparagraphs:

3.2.6. The Architect shall provide the Owner with the appropriate documentation showing the Schematic Design and the estimated Project cost to the Owner to seek the concurrence of the Agency. When the Owner has accepted and the Agency has concurred on the Schematic Design studies and estimated Project cost, the project Architect may be authorized to proceed with the Design Development Documents.

3.2.7. The Architect shall attend conferences with the Owner, representatives of the Agency and other interested parties as may be reasonably necessary.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.6 The Architect shall certify in writing, to the best of the Architect's knowledge, information and belief, that the Drawings and Specifications are in conformance with the applicable development standard, as defined in Agency regulations furnished by the Owner under subparagraph 5.1.

3.4.7 Prior to advertisement for bids, the Architect shall provide_____sets of Construction Documents for use by the Owner, the Agency and the appropriate Federal, State and local agencies from whom approval of the Project must be obtained. The reproduction cost of such Construction Documents shall be included in the compensation paid to the Architect, not withstanding subparagraph 11.8. The Owner shall obtain Agency concurrence with the Construction Documents, estimated Project costs, and authorization to proceed in writing prior to advertisement for bids.

3.5 BIDDING OR NEGOTIATING PHASE SERVICES

Add the following subparagraph to 3.5.2.2:

.6 furnishing additional copies of the Construction Documents as requested by the prospective bidders, and other interested parties, and may charge them a reasonable cost for such copies.

3.6 CONSTRUCTION PHASE SERVICES

Add the following to subparagraph 3.6.1.1 after the words "Contract for Construction": "and the conditions of RD Instruction 1942-A, Guide 27, Attachment 4".

Delete the first sentence of subparagraph 3.6.1.2 and substitute the following:

3.6.1.2 The Architect shall be a representative of and shall advise and consult with the Owner during construction until final payment to the Contractor is paid, and at the Owner's direction during the period of correction of the Work described in the Contract for Construction. The Architect shall furnish architectural services and consultations necessary to correct minor construction defects encountered during such correction period. The Architect shall assist the Owner in performing a review of the Project during the 11th month after the date of substantial completion. Such services shall be furnished without additional charge except for travel and subsistence costs.

Delete the following words from subparagraph 3.6.1.3 after the word, "terminates": "on the date the Architect issues the final Certificate for Payment" and substitute the words "at the expiration of the period of correction of the Work described in the Contract for Construction."

Add the following subparagraph to paragraph 3.6.1:

3.6.1.4 Upon award of the construction contract, the Architect shall furnish to the Owner _____ sets of Construction Contract Documents for execution. The costs of these sets shall be included in the compensation to the Architect notwithstanding subparagraph 11.8.

3.6.1.5 The Architect shall participate in the Preconstruction Conference and shall advise and consult with the Owner and the Agency.

Add to subparagraph 3.6.2.1 following the first sentence, “Such visits to the site shall be documented in writing on inspection report forms acceptable to the Owner and the Agency. Copies shall be furnished to the Owner, Contractor and the Agency.”

Add the following subparagraph to paragraph 3.6.2:

3.6.2.6 The Architect shall advise the Owner and the Agency of required tests, inspections and test results; shall furnish coordination of such tests and inspections; and shall advise the Owner and the Agency of the results of same. Copies of tests results shall be furnished upon request to the Owner, and the Agency.

Add the following subparagraph to paragraph 3.6.3:

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

Modify subparagraph 3.6.5.1 as follows: Add the following to the end of the subparagraph: "Preparation of Change Orders which do not substantially affect the Project shall be included in the compensation computed in paragraph 11.1. The Owner, with the assistance of the Architect, shall obtain Agency concurrence in writing for all change orders prior to the performance of the Work."

Delete subparagraphs 3.6.6.1, and substitute the following:

3.6.6.1 The Architect shall conduct an inspection prior to the issuance of the Certificate of Substantial Completion and shall submit a written report of work to be completed to the Owner, the Agency and the Contractor prior to final acceptance. The Architect shall notify the Agency about inspection allowing reasonable time for the Agency's representative to attend. Such services shall be coordinated with the Agency. Prior to submitting the final Certificate for Payment, the Architect shall; 1) conduct an inspection to determine compliance with the requirements of the Contract Documents, and 2) 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 4, ADDITIONAL SERVICES

Delete items .3 and .6 from paragraph 4.3.2.

Insert the word "Architect" under the heading "Responsibility" for line items 4.1.11, 4.1.12, and 4.1.15 in the chart.

Add the following subparagraphs to paragraph 4.2 below the chart:

4.2.1 The Architect shall provide a cost estimate based on Construction Contract Documents. The estimate shall show a breakdown of the project cost in accordance with Rural Development requirements and procedures.

4.2.2 The selection and compensation of the Project Representative, if required, shall be concurred in by the Agency.

4.2.3 _____ sets of Record Drawings shall be provided to the Owner. The costs of these sets shall be included in the compensation to the Architect not withstanding Subparagraph 11.8.

ARTICLE 5, OWNER'S RESPONSIBILITIES

Add the following subparagraph to Article 5:

5.13 Owner shall provide Agency design and construction document regulations and guides to the Architect, upon request. The Owner shall provide information on requirements and procedures of the Agency.

ARTICLE 6, COST OF THE WORK

Add the following paragraph to Article 6:

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

ARTICLE 8, CLAIMS AND DISPUTES

Delete the words "unless the parties mutually agree otherwise" and substitute the words "if the parties mutually agree" in the first sentence of subparagraph 8.3.1.

ARTICLE 9, TERMINATION OR SUSPENSION

Delete the second sentence in subparagraph 9.2 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.

Insert the words "as mutually agreed" after "Termination Expenses" in subparagraph 9.7.

ARTICLE 10, MISCELLANEOUS PROVISIONS

Add the following subparagraphs:

10.9 This Agreement and any amendments to this Agreement shall not be in full force and effect until concurred with in writing by the

Agency State Director or the State Director's delegate. Such concurrence shall be evidenced by the signature of such a representative of the Agency in the space provided at the end of this Agreement.

10.10 If applicable, the Architect shall comply with section 319 of Public Law 101-121, as supplemented by the Department of Agriculture regulations (7 CFR part 3018). This statute 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.

10.11: The Architect agrees to abide by the requirements under Executive Order 12549, 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.

ARTICLE 11, COMPENSATION

Add the words "or representatives of the United States of America" after the words "Owner" in subparagraph 11.10.4.

Add the following subparagraph to paragraph 11.10:

11.10.5 The Architect shall provide a detailed cost estimate for Reimbursable Expenses as defined in subparagraph 11.8., which shall be attached and made a part of this Agreement. The cost estimate must be approved in writing by the Owner and shall be concurred with in writing by the Agency before the services are rendered. The billings for reimbursable services shall not exceed the budgeted amount without prior approval of the Owner with the concurrence of the Agency. The Agency may not concur in requests for payments which exceed the budgeted amount unless it is established that funds are available for such expenditures.

ARTICLE 12, SPECIAL TERMS AND CONDITIONS

Add the following subparagraph 12.1:

12.1 This Agreement is modified and supplemented by RD Instruction 1942-A, Guide 27, Attachment 1.

ARTICLE 13, SCOPE OF THE AGREEMENT

Delete the word "both" from the end of the second sentence in subparagraph 13.1 and conclude the sentence with "Owner, Architect and Agency".

SIGNATURE BLOCK:

Delete the signature block on page 18 of this Agreement and substitute the following:

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.

	OWNER:
ATTEST: _____	By _____
Type Name _____	Type Name _____
Title _____	Title _____
Date _____	Date _____

	ARCHITECT:
ATTEST: _____	By _____
Type Name _____	Type Name _____
Title _____	Title _____
Date _____	Date _____

The United States of America, as potential lender or insurer of funds to defray the costs of this agreement and without liability for any payments thereunder, hereby concurs in the form, content and the execution of this agreement.

U.S. Department of Agriculture
Rural Development
Rural Housing Service

By _____

Type Name _____

Title _____

Date _____

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