

MODIFICATIONS TO AIA DOCUMENT A101-1997, *Standard Form of Agreement Between Owner and Contractor*

The provisions of these Modifications shall delete, replace and supplement the provisions contained in the "*Standard Form of Agreement Between Owner and Contractor*", AIA Document A101-1997 Edition. The provisions contained in these Modifications shall 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 3, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 Delete paragraph 3.1 and substitute the following:

3.1 The date of commencement shall be contained in the Notice to Proceed.

3.3 Add the following sentences to paragraph 3.3

If the Work is not substantially complete on or before this date, or within this period of time, or extension thereof granted by the Owner, the Contractor shall pay to the Owner liquidated damages in the sum of

for each calendar day of delay. Any sums that may be due the Owner as liquidated damages may be deducted from any monies due or to become due the Contractor under the Contract or may be collected from the Contractor's surety.

ARTICLE 5, PAYMENTS

5.1.6 Insert "5%" and "5%" in the appropriate spaces in subparagraphs 5.1.6.1 and 5.1.6.2.

5.1.8 Insert the following sentences in subparagraph 5.1.8:

The amount retained shall be 5% of the value of the work, materials and equipment. Upon substantial completion owner shall pay an amount sufficient to increase total payments to Contractor to 95% of the work completed, less such amounts equivalent to the value of the work, materials and equipment determined incomplete by the Engineer in excess of the 5% retainage.

5.2 Add the following subparagraph to article 5.2:

5.2.3 Amounts withheld from the final payment to cover any incomplete work are not considered retainage and shall not be paid to the contractor until the work is actually completed and accepted by the owner. Such withholdings shall not be less than 150% of the estimated cost to complete the work.

ARTICLE 7, MISCELLANEOUS PROVISIONS

7.6 Add the following subparagraphs to article 7.6:

7.6.1 This Agreement shall not become effective until concurred 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.

7.6.2 The Contractor shall attend on-site progress meetings no less than once a month during the periods of active construction.

ARTICLE 8, ENUMERATION OF CONTRACT DOCUMENTS

Add the following to Subparagraph 8.1.3:

Modifications to the Standard Form of Agreement Between Owner and Contractor (RD Instruction 1924-A, Guide 1, Attachment 1, IDAHO VERSION)

General Conditions of the Contract for Construction, AIA A201-1997
Modifications to the General Conditions of the Contract for Construction (RD Instruction 1924-A, Guide 1, Attachment 5, IDAHO VERSION)

Federal Supplementary Conditions of the Contract for Construction (AIA) Document A201/SC)

Modifications to the Federal Supplementary Conditions of the Contract For Construction (RD Instruction 1924-A, Guide 1, Attachment 6, IDAHO VERSION)

Other Special Conditions: Are attached. Are not attached.

Subparagraph 8.1.7:

Invitation for Bids

Instructions to Bidders (AIA Document A701)

Modifications to the Instructions to Bidders (RD Instruction 1924-A, Guide 1, Attachment 8, IDAHO VERSION)

Bid Form (CF Bid Form, IDAHO VERSION)

Bid Bond (AIA A310-1970)

Performance & Payment Bonds (AIA A312-1984)

SIGNATURE BLOCK:

The following signature block shall replace the signature block following paragraph 9.1.7:

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 _____

CONTRACTOR:
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 Agency requirements.