ATTACHMENT TO AIA DOCUMENT A101-2007, *Standard Form of Agreement Between Owner and Contractor*

The provisions of this Attachment shall delete, modify and supplement the provisions contained in the "*Standard Form of Agreement Between Owner and Contractor*," AIA Document A101-2007 Edition. The provisions contained in this attachment shall supersede any conflicting provisions of the AIA Document.

ARTICLE 3, DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Delete paragraph 3.1 and substitute the following:

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

Add the following 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, damage will be sustained by the Owner and that it is and will be impracticable and extremely difficult to fix the actual damage which the Owner will sustain in the event of and by reason of such delays. 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

Insert "ten" and "10" in the appropriate spaces in clauses 5.1.6.1 and subparagraph 5.1.6.2.

Delete the last sentence of clause 5.1.6.1.

Delete the following from clause 5.1.6.2:

> (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing)

Insert the following sentences in subparagraph 5.1.8:

The amount retained shall be 10% of the value of Work until 50% of the Work has been completed. At 50% completion, further partial payments shall be made in full to the Contractor and no additional amounts may be retained unless the Architect certifies that the Work is not proceeding satisfactorily, but amounts previously retained shall not be paid to the Contractor. At 50% completion or any time thereafter when the progress of the Work is not satisfactory, additional amounts may be retained but in no event shall the total retainage be more than 10% of the value of Work completed.

ARTICLE 8, MISCELLANEOUS PROVISIONS

Add the following subparagraph to paragraph 8.6:

8.6.1 This Agreement shall not become effective until concurred in writing by the Agency. Such concurrence shall be evidences by the signature of a duly authorized representative of the Agency in the space provided at the end of this Attachment to the Agreement. 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 thereunder, but in the event such assistance is provided, the concurrence shall signify the provisions of this Agreement are consistent with Agency requirements.

ARTICLE 9, ENUMERATION OF CONTRACT DOCUMENTS

The following Documents should be referenced, if applicable:

Subparagraph 9.1.3:

Attachment to the *Standard Form of Agreement Between Owner and Contractor* (this Attachment)
General Conditions of the Contract for Construction, AIA A201-2007 Attachment to the *General Conditions of the Contract for Construction* (MN Instruction 1942-A, Guide 27, Attachment 4)

Special Conditions

Subparagraph 9.1.7:

Invitation for Bids (Form RD 1924-5)
Instructions to Bidders, AIA A701-1997
Attachment to the *Instructions to Bidders* (RD Instruction 1924-A, Guide 27, Attachment 2)
Bid Form
Bid Bond
Compliance Statement (Form RD 400-6)
Payment Bond
Performance Bond
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (Form AD 1048)
Disclosure of Lobbying Activities (SF-LLL)
Certification for Contracts, Grants and Loans (RD Instruction 1940-Q, Exhibit A-1)

Delete the signature block on page 7 of this Agreement, and substitute the block on the following page:

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 _____

CONTRACTOR:

ATTEST: _____ By _____

Type Name _____ Type Name _____

Title _____ Title _____

Date _____ 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.

oOo