

GOOD SHEPHERD CENTER VOLUNTARY SEISMIC RETROFIT – PHASE 1

SECTION 00 5213

INSERTS AND MODIFICATIONS TO THE STANDARD FORM OF AGREEMENT

The inserts and modifications set forth herein will be incorporated in the AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor Where The Basis Of Payment Is A Stipulated Sum that will be prepared by Owner and will be part of the construction contract. Note that the below inserts and modifications make reference to the A101-2007 edition. Owner may amend the section / paragraph references to mirror the 2017 edition. The substantive information and language will not change if / when references to the 2017 edition are made.

ARTICLE 3

DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.3 Delete the first sentence of Paragraph 3.3 and substitute in lieu thereof the following:

The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred and eighty (180) calendar days after the Date of Commencement.

Add to the end of Paragraph 3.3 the following:

Liquidated Damages for Contractor Delay. THE TIMELY COMPLETION OF THIS WORK IS ESSENTIAL TO OWNER. Owner will incur serious and substantial special, incidental and consequential damages if the Work is not substantially completed within the Contract Time. Contractor shall be responsible for all such damages together with prejudgment interest should substantial completion of the Work be delayed for a reason that is Contractor's responsibility.

Because the actual damages are difficult to ascertain, the parties agree that the Contractor shall pay Owner (not as penalty, but as liquidated damages to compensate for the delay damages it is reasonably estimated that the Owner would incur) the amount of \$750.00 per day for each additional day beyond the Contract Time that Substantial Completion of the Work is delayed for a reason that is the Contractor's responsibility.

ARTICLE 5

PROGRESS PAYMENTS

5.1.6.1 Delete Subparagraph 5.1.6.1 and substitute in lieu thereof the following:

Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of Five Percent (5.00%) and less all prior payment made by Owner to Contractor under the Contract.

5.1.6.2 Delete Subparagraph 5.1.6.2

5.1.6.4 Delete Subparagraph 5.1.6.4

5.1.7.1 Delete Subparagraph 5.1.7.1 and substitute in lieu hereof the following:

Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to Ninety-Five Percent (95%) of the Contract Sum, less One Hundred Fifty Percent (150%) of such

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amounts as the Architect shall determine are needed to complete incomplete Work and resolve unsettled claims; and

5.1.7.2 Delete Subparagraph 5.1.7.2

5.1.8 Delete Paragraph 5.1.8 and substitute in lieu thereof the following:

No reduction, limitation or release of the retainage required hereunder shall occur until the later of: (i) forty-five (45) days from Final Completion of the Work, or (ii) the receipt of a certificate of taxes paid from Department of Revenue.

5.2 Delete Paragraph 5.2 and all subparagraphs and substitute in lieu thereof the following:

Provided the conditions set forth in Paragraph 5.1.8 are satisfied, Final Payment, constituting the entire unpaid balance of the Contract Sum, less retainage withheld by Owner shall be made by Owner to Contractor within sixty (60) days of the date of Final Completion of the Work.

ARTICLE 7

TERMINATION OR SUSPENSION

Delete this Article

ARTICLE 8

MISCELLANEOUS PROVISIONS

7.2 Insert after Subparagraph 8.2 the following:

Six percent (6.00%) per annum.

END INSERTS AND MODIFICATIONS TO STANDARD FORM OF AGREEMENT