

**KENTUCKY DEPARTMENT OF EDUCATION
DIVISION OF FACILITIES MANAGEMENT
AMENDMENT TO THE
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
AIA A101/CMa-1992**

**ARTICLE 1
THE CONTRACT DOCUMENTS**

Revise the paragraph to read: "The Contract Documents consist of the Agreement and this Amendment to the Conditions of the Contract (General, Kentucky Department of Education Amendment and other Conditions), Drawings, Specifications, Addenda issued prior..."

**ARTICLE 5
PROGRESS PAYMENTS**

5.8 Revise this clause to read: "Reduction or limitation of retainage shall be as follows: On contracts exceeding one million dollars (\$1,000,000.00) the Owner will retain ten percent (10%) of the amount of each request for payment up to one million dollars (\$1,000,000.00) and five percent (5%) on each request for payment above one million dollars (\$1,000,000.00), provided the work is in place and satisfactory progress is being made. Contractor's request for reduction in retainage shall be submitted along with the Surety's written consent to the Architect for review and recommendation. If progress falls behind the approved schedule, the full ten percent (10%) retainage may be reinstated."

**ARTICLE 6:
FINAL PAYMENT**

Add the sentence: "Neither the final payment nor any part of the remaining retained percentage of all payments shall become due until the Contractor delivers to the Owner an affidavit that all payrolls, bills for materials, supplies and equipment, and other indebtedness connected with the work have been paid or otherwise satisfied and Consent of Surety to make final payments is received."

**ARTICLE 7:
MISCELLANEOUS PROVISIONS**

7.2 Delete the entire clause.

7.3 Add the following provisions: "Liquidated Damages:

It is mutually agreed by the and between the parties hereto that time is of the essence of this contract, and that there will be sustained by the Owner considerable monetary damage in the event of failure or delay in the completion of the work hereby contracted, and it is agreed and understood and made a part of this contract, that the work must be completed without any unusual delay or failure on the part of the Contractor, and should the Contractor fail to begin said work and continue on same without interruption, and complete same in due and proper time, he shall be automatically declared in default. Fixed liquidated damages in the amount of \$_____per calendar day shall be assessed against the Contractor for each calendar day which the contract remains incomplete after the completion date, as set forth under ARTICLE NO. 3 - Time of Completion,

above. Time extension may be granted by the Owner in accordance with ARTICLE NO. 16 - Delays and Extension of Time, of the General Conditions.

Said liquidated damages shall cease to accrue from or after the date when the work provided for in this contract has been completed and officially accepted by the Owner. If the work hereby contracted to be completed shall not, in good faith, be commenced at the time specified, then the Contractor, together with the surety or sureties upon the bond herein provided for, shall be liable for and shall pay the Owner all damages sustained by reason of such failure or breach of contract and the Owner may immediately relet the work involved.