

AMENDED GENERAL CONDITIONS

TO AIA DOCUMENT A201-2007

DESCRIPTION

A.

The following supplements modify, change, delete from, or add to, the General Conditions of the Contract for Construction, AIA Document A201 - 2007. Where any Article, Paragraph, Subparagraph or Clause of the General Conditions is modified or deleted by these supplements, the unaltered provisions of that Article, Paragraph, Subparagraph or Clause shall remain in effect.

A.

Delete the last sentence of paragraph 1.1.1 and substitute the following:

PARAGRAPH 1.1

"The Contract Documents also include Bidding Requirements, such as the Instructions to Bidders, the Proposal Form, and portions of Addenda relating to these and similar materials included in the Project Manual."

A.

Add the following to Subparagraph 1.2.3:

PARAGRAPH 1.2

"In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Architect's interpretation.

If the same work is required in the Contract Documents to be done by different Prime contractors, the Architect shall determine who is best suited to complete the work. The other Prime Contractor shall offer a credit for the work to the Owner."

PARAGRAPH 2.2

A.

Delete Subparagraph 2.2.5 and substitute the following:

"2.2.5. The Contractor will be furnished free of charge two (2) Project Manuals, including drawing sets. Additional Project Manuals and drawing sets will be furnished at the cost of reproduction shipping and handling."

PARAGRAPH 3.4

A.

Add the following Subparagraphs 3.4.4 and 3.4.5:

"3.4.4 After Contract has been executed, the Owner and the Architect will consider a formal request for the substitution of products in place of those specified only under the conditions set forth.

"3.4.5 By making requests for substitutions based on Subparagraph 3.4.4 above, the Contractor:

1. Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.

2. Represents that the Contractor will provide the same warranty and guarantee for the substitution that the Contractor would for the specified.

3. Certifies that the cost data presented is complete and includes all related costs under this and any other Contract except the Architect's and Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent.

4. Shall coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects, and shall not claim additional money."

PARAGRAPH 3.6

A.

Delete Subparagraph 3.6.1 and substitute the following:

"3.6.1. The Owner is a not-for-profit entity and is exempt from sales, use and similar taxes with respect to products, materials and equipment, to be installed in the Project."

B.

Add Subparagraph 3.6.2 and 3.6.3 as follows:

"3.6.2. The Owner will advise the Contractor of the Owner's tax exemption number subsequent to issuance of the Notice to Proceed.

"3.6.3 The Contractor shall pay sales, use and similar taxes for products, materials or equipment used for construction of the Project, but not actually installed therein."

1.07 PARAGRAPH 7.3

A. In the first sentence of subparagraph 7.3.6, delete the words, "a reasonable allowance for overhead and profit", and substitute, "an allowance for overhead and profit in accordance with subparagraph 7.3.10 below."

B. Add to 7.3.9 the following:
 "Payment for a change in the Work will not be made until said change is incorporated in a fully approved Change Order and the Work of said change is complete and approved by all parties (including HUD)."

C. Add the following subparagraph 7.3.10:
 "7.3.10. In subparagraph 7.3.6, the allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, 10 percent of the cost.

2. For the Contractor, for Work performed by the Contractor's Subcontractor, 5 percent of the amount due the subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, 10 percent of the cost.

4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractor, 5 percent of the amount due the Sub-subcontractor.

5. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.6.

6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs

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including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also.

1.08 PARAGRAPH 9.10

A. Add the following Subparagraph 9.10.2.1:

"9.10.2.1. Additional requirements regarding final payment are noted."

1.09 ARTICLE 9

A. Add the following Paragraph 9.11:

"9.11. Liquidated Damages

9.11.1. The Contractor and the contractor's surety, if any, shall be liable for and shall pay the Owner the sums stipulated herein as liquidated damages for each calendar day beyond the Substantial Completion date in which the work is not substantially complete, until the work is substantially complete; and, for each calendar day beyond the Final Completion date in which the work is not fully complete, until the Work is complete. 9.11.2. Liquidated damages shall be Five Hundred (\$500.00) Dollars for each such day.

1.11 PARAGRAPH 11.1

A. Delete the first sentence of Subparagraph 11.1.3 and substitute the following:
"Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to execution of the Agreement."

B. In Subparagraph 11.1.3, change the requirement for "30 days prior written notice" to "60 days prior written notice."

C. Add the following Subparagraph 11.1.3.1:

"11.1.3.1. The form of the Certificate of Insurance shall be AIA Document G705, 1978 edition, or approved equivalent, revised or amended as required herein."

1.12 PARAGRAPH 11.5

A. Add the following Subparagraphs 11.5.3, 11.5.3.1 and 11.5.3.2:

"11.5.3. Performance Bond and Payment Bond will be required for this Contract.

"11.5.3.1. The amount of Performance and Payment Bonds shall be 100% of the Full Stipulated Sum for each Bond.

"11.5.3.2. The premiums for such bonds shall be paid for by the Contractor."

1.13 PARAGRAPH 3.5

A. Add the following subparagraphs:

"3.5.2. The Contractor guarantees that upon completion of the Work all portions thereof will be in accordance with the Contract and will be perfect as to materials and workmanship, and will so remain for the periods hereinafter specified, said periods commencing with the date of completion of all the Work on the building as accepted and fixed by the Owner and that during such periods he will make good all defects therein without charge and pay for all damage caused to the property of the Owner by such defects or by the Work required to remedy such defects.

":

3.5.3 All Work in all Contracts shall be guaranteed by the Contractor for five (5) years from date of acceptance of the Project Work. Upon demand, the Contractor shall furnish instruments separately evidencing the foregoing guarantee. The Contractor, if required by the Owner, shall also require each subcontractor in each part of the Work in which a guarantee is required to execute a satisfactory guarantee jointly with the Contractor in which the Owner is named as beneficiary. Nothing in this Section, however, shall be construed to bar the Owner from resorting to actions for breach of this Contract, or from invoking any other remedies under the Contract."

END OF AMENDED GENERAL CONDITIONS TO AIA DOCUMENT A201-2007

SUPPLEMENTARY GENERAL CONDITIONS

FOR

THE PORT CHESTER HOUSING AUTHORITY

SECTION 1

DEFINITION OF TERMS

a. The word "Owner" means The Port Chester Housing Authority and its authorized representatives having been legally empowered to act for it.

b. "HUD" means the United States of America acting through the Department of Housing and Urban Development. Where reference is made to the Owner it shall include HUD and their rules, participation, direction, etc.

c. The word "Builder" or "Contractor" means the persons, firm or corporation with whom this contract is executed.

d. "Contract Documents" means AIA Document A101-1997 "Standard Form of Agreement Between Owner and Contractor", AIA Document A201-1997

"General Conditions of the Contract for Construction", and all documents, forms, materials, Drawings, and Specifications included herein in this Project Manual.

The provisions of these Supplementary General Conditions for The Port Chester Housing Authority, the General Conditions for Construction Contracts - Public Housing Programs (HUD-5370), and Supplementary Conditions of the Contract for Construction (HUD-2554) take precedence over all inconsistent provisions in, and with, the said AIA Documents.

These Contract Documents constitute the entire agreement between the parties, and any previously existing contract concerning the work contemplated by the Contract Documents is hereby revoked.

SECTION 2 WORKMANSHIP

a. Workmanship shall be first class. All work shall be done by mechanics skilled in their trades and in accordance with the requirements of the scale and detail drawings and of the specifications. Where workmanship is not specified, it is to be understood that the best quality modern workmanship is required. In case of question, the Architect shall be the sole judge as to what is "best quality modern workmanship".

b. The Contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ on the Work any unfit person or any persons not skilled in the Work assigned to him.

c. Sufficient competent workmen, foremen and superintendents shall be employed at all times so as to progress the Work without interruptions. Superintendent

shall be approved by the Owner.

SECTION 3 SUPERINTENDENCE BY CONTRACTOR

a. The Contractor shall give his general and constant personal supervision to the Work both at the job site and at the shops where items for the Contract are being prepared. So too shall he carefully study and compare all drawings and all parts of the specifications and other instructions, and fully inform himself of conditions and the Work of others in connection with his work and of Work of his own kind necessary to obtain a completed condition. He shall at once report to the Architect error, inconsistency, and seeming omission which he may discover.

b. The Contractor shall be solely responsible for execution and completion at the time fixed in the Agreement. It is not incumbent upon the Architect to notify the contractor to begin, to cease, or to resume work, or in any way to superintend in such manner as to relieve the Contractor of responsibility or from the consequence of lack of proficiency, neglect or carelessness by him and his employees.

c. The Contractor shall employ, and keep at the project site, a competent Superintendent of Construction, satisfactory to the Architect and Owner, constantly in charge during the progress of Work. The Superintendent of Construction shall give this job his entire time and attention during all working hours. In order for the Superintendent of Construction to satisfactorily qualify as a person in charge, he shall have had at least five years of experience in the complete operation of construction projects of the same magnitude as this one, and must have had a minimum of ten years of supervisory experience in the complete operation of construction projects, and he must indicate satisfactorily to the Architect his knowledge of blueprints, construction specifications, etc. He shall represent the Contractor, and all directions and instructions given to the Superintendent of Construction as to the conduct of the Work, shall be as binding as if given directly to the Contractor whether orally or in writing.

d. The Contractor shall provide an adequate staff for the proper coordination and expediting of his Work.

e. The Contractor or his Superintendent of Construction and all subcontractors, materialmen and vendors, must attend meetings (referred to as 'job meetings') with representatives of the Owner for the purpose of discussing the execution of the Work. Each such meeting will be held at the time and place designated by the Owner. All decisions, instructions and interpretations given by the Owner at these meetings shall be binding and conclusive on the Contractor. The proceedings of these meetings will be recorded by the Owner and the Contractor will be furnished a reasonable number of copies for his use and for distribution to the various subcontractors, materialmen and vendors involved. These meetings will be only if the Owner deems them necessary.

SECTION 4 CONTRACTOR'S GENERAL COVENANTS WITH REGARD TO THE WORK

- a. The Contractor covenants with the Owner to furnish his best skill and judgment and to cooperate with the Owner in forwarding the interests of the Owner. The Contractor agrees to furnish efficient and skilled business administration and superintendence and to use every effort to keep on the Work at all times an adequate supply of workmen and materials and to secure the execution of the Work in the best and soundest way and in the most expeditious manner consistent with the interests of the Owner and the proper execution of this Contract.
- b. The Contractor shall give efficient supervision to the Work, using his best skill and attention. He shall carefully study and compare all drawings, specifications and other instructions and shall at once report to the Architect error, inconsistency, and omission which he may discover at any time in the Drawings, Specifications, and the Work itself.

SECTION 5 TEMPORARY WORK

- a. All temporary Work shall be designed and installed so that the Work can be conveniently erected without building in any of the Temporary Work. Temporary Work shall be changed, rebuilt, and adjusted as needed to suit the conditions of the Work.

SECTION 6 SPECIAL CONDITIONS

- a. Prior to commencing the Work, the Contractor shall submit detailed written plans, shop drawings and submittals for his use of the buildings and grounds to the Owner for approval.

- b. This Contractor shall furnish all necessary temporary protection for all existing materials and facilities.

- c. The Contractor shall prepare and maintain a daily log, including in it for each work day during the period of the project (whether work is actually performed that day or not), the weather forecast for that day, the actual weather that day, the number of persons working on site and off site (separate numbers), and the work items performed. The Contractor shall submit the completed daily log to the Owner upon substantial completion of the project work.
- d. The buildings and site shall be kept clean and free of debris and construction refuse at all times, except for refuse stored in authorized location.

SECTION 7 AS BUILT PLANS

- a. As the Work progresses, the Contractor shall record on one set of drawings all changes and deviations from the Contract Drawings, so that, at the completion of the Work, this set of drawings accurately indicates all construction "As Built".

b. At the completion of Work, the Contractor shall transfer all such records to a set of CAD-formatted drawings, and shall deliver these drawings to the Architect, who will forward them to the Owner for his permanent records.

SECTION 8 USE AND CARE OF PREMISES

a. Each Contractor shall confine his apparatus, storage of materials and construction operations to the limits indicated by the law, ordinances, permits, and directions of the Owner and shall not unreasonably encumber the premises with his materials. The Contractor shall maintain the premises in a neat and orderly condition and shall from time to time as directed by the Owner, remove all plant, surplus material, false Work, temporary structures and debris of every nature resulting from his operations and from those of his subcontractors if applicable.

b. The Contractor and all Subcontractors must collect daily their accumulated rubbish and place the same where designated by the Owner for removal and disposal by the Contractor. The Contractor shall gather, remove, cart away and dispose of such superfluous or useless materials, dirt and rubbish of all kinds resulting from his operations and from his Subcontractors operations, as it accumulates, and when directed, until the entire completion of the project.

c. The Contractor shall keep all interior spaces at all times free from water.

d. Rubbish shall not be thrown from the building, but shall be gathered and placed in cans, baskets, boxes or other proper receptacles. Wood cratings shall be broken up, neatly, bundled, tied and stacked for ready removal from the premises by the contractor.

SECTION 9 SIGNS

a. Signs of the contractor and subcontractors may be displayed, only as approved in writing in advance by the Owner.

b. Such signs shall be in compliance with the zoning Code.

SECTION 10 CARE OF BUILDING PAVED AREAS

a. All sidewalk, street, driveway, and parking areas at and around the buildings, adjacent to the buildings, and abounding the buildings, and to which the public and buildings personnel have access, shall be constantly and immediately maintained by the Contractor in such condition as they are in prior to the start of Work at the site, and as repaired and modified by the Owner during the Work. The Contractor shall also maintain the said areas free from dirt and unnecessary obstructions related to the Work.

SECTION 11 TEMPORARY TOILET ACCOMMODATIONS

a. The Contractor shall provide and install, for the use of the workmen at the

Project, ample and suitable toilet accommodations. The Contractor shall maintain the temporary toilets at all times in a clean and sanitary condition, provide adequate paper supply, and shall make all of the required repairs to the enclosures and compartments.

SECTION 12 TEMPORARY FIRE FIGHTING FACILITIES AND EQUIPMENT

a. The Contractor shall provide and maintain in good working order any and all required temporary fire fighting apparatus and facilities and equipment as may be required by the Fire Chief.

SECTION 13 EMPLOYEES AND/OR SUBCONTRACTORS

a. The Contractor shall not employ individuals or means which may cause strikes, jurisdictional disputes, stoppages or other similar troubles by workmen employed either by the Contractor or his subcontractors, or by other workmen whose services affect the progress of the Work hereunder.

b. Should the Owner at any time give notice in writing to the Contractor or his representative on the Work that any employee is insolent, disorderly, careless, unobservant of instruction, dishonest, or in any way a detriment to the satisfactory progress of the Work, such employee shall at once be dismissed and not again be allowed to engage in any part of the Work.

SECTION 14 CONTRACTOR'S INSURANCE (INCLUDING SUB-CONTRACTORS)

a. The Contractor shall not commence work until he has obtained insurance policies required under this section, and has submitted receipts evidencing payment of premiums, and until said policies of insurance have been approved by the Owner. The Owner must approve in writing in advance of the start of work at the site the Insurance Carriers, amounts of insurance, forms of coverage and premium receipt forms.

b. The Contractor shall not allow a subcontractor to commence work until he has secured evidence of proper insurance from the subcontractor and has satisfied the Owner as to the correctness of the subcontractor's insurance coverage.

c. Contractor shall submit to the Owner for approval certificates of insurance including identification of insurance companies, policy numbers, and dates of expiration, and naming the Port Chester Housing Authority, all Port Chester Housing Authority appointed officials and employees, the Project Architect, and Engineering Consultants as additional insureds. All certificates must be accompanied by endorsements and shall state that no policy may be cancelled or permitted to lapse and that no changes may be made of any kind, in any policy of insurance, unless sixty (60) days written notice of cancellation or change is furnished to the Owner, and to be evidenced by return receipt or registered letter.

d. Nothing herein contained shall be deemed to limit the risks assumed by the contractor to those for which insurance is required, or to limit or impair risks assumed by the contractor under this form of contract in any manner whatsoever, the intent of this section being merely to require insurance policies

covering certain risks assumed by the contractor.

The Contractor and subcontractors shall provide and maintain the following kinds of insurance with respect to all work and operations performed under the Contract by the Contractor and his subcontractors, and with the limits indicated herein or as required by Federal regulations, whichever is greater.

1. Workmen's Compensation and Employer's Liability Insurance: Statutory coverage required by the State of New York.

i. Each contractor and subcontractor shall provide adequate Workmen's Compensation Insurance for all employees engaged in the work on this project, who may come within the protection of Workmen's Compensation Law, and where practicable, Employees' General Liability Insurance for employees not so protected.

2. Automobile: Coverage for automobiles used in connection with the Project, with limits of not less than \$1,000,000 per accident, Bodily Injury and Property Damage combined.

i. Each contractor and subcontractor shall carry Automobile Liability insurance on owned automobiles and coverage of property damage on owned automobiles.

3. Comprehensive General Liability coverage including Premises-Operations, Explosions, Collapse, and Underground Hazard, Product/Completed Operations, Contractual Insurance, Broad Form Property Damage, Personal Injury Liability, and Independent Contractor's. Minimum limits \$1 million per occurrence, \$2 million aggregate.

i. Completed Operations shall be kept in force for at least two (2) years after work has been completed.

ii. If primary liability coverage is not available in the amounts stipulated, the contractor may purchase equivalent insurance coverage which provides the same protection, provided the Owner approves such substitute insurance coverage in writing in advance of the purchase. Equivalence of proposed substitute coverage is determined by the sole judgment of the Owner.

4. Excess Liability covering Bodily Injury and Property Damage combined: limits not less than \$3,000,000.

5. An Installation Floater to cover the full replacement value of material while being delivered and at the site, until the material is permanently installed, and the installation is accepted and paid for by the Owner.

6. Fire and Extended Hazard Insurance, against loss by fire, lightning, windstorm, tornado, hail, explosion, riot, aircraft, vehicle, and smoke damage, including items of labor, materials and equipment on the premises whether or not furnished or delivered by any person or contractor other than

The Contractor shall furnish and install such additional sockets and lamps as needed to provide the best possible working light in all areas of the Work for the particular

SECTION 17 WORKING LIGHT

For the purpose of achieving the best possible Workmanship, the best relationships between mechanics, the integrity of all contractors, and general relations with the public and authorities having jurisdiction, no intoxicants will be permitted on the construction site or within the buildings.

SECTION 16 INTOXICANTS

Each Contractor shall provide ample and sufficiently numerous receptacles for the reception of trash, papers, bottles, cans, paper bags, etc., and further shall police the site to maintain same both outside and inside, in a clean, orderly and fire-safe condition.

SECTION 15 LITTERING

- f. The Contractor's insurance shall provide Primary Coverage for this project. Independent insurance the Owner may carry shall be Non-Contributing.
- g. The Contractor and his subcontractors, and their insurance carriers, shall and do hereby agree to waive subrogation against the Owner and the Owner's insurance carriers.
- h. Purchase insurance from companies with an A.M. Best Financial Size Category rating of "X" or larger, that are licensed to conduct business in the State of New York, and that have an A.M. Best Financial Strength Rating of "A-" or better.
- i. The Owner may consider the Contract to be void and of no effect in the event the Contractor and subcontractors providing and maintaining the required insurance fail to maintain and keep in effect the specified coverage during the life of the Contract.
- j. Each month during the life of the contract, the contractor shall furnish to the Owner certification in duplicate by the Insurer evidencing the fact that the policies remain in force and stating the basis upon which the monthly premiums are computed and containing adjustment made to provide for additional coverages as the work progresses.

i. Also include Theft, Vandalism and Malicious Mischief coverage.

the Contractor or Owner, and whether or not covered by partial payments made by the Owner, upon the entire structures on which the work of the contract is to be done, in full amount of the Contract, for all the work to be performed for the entire project to the full insurable value thereof.

trades where a high level of intensity is required. When in the opinion of the Architect, insufficient or inadequate working light is being furnished additional lighting shall be installed. No claims for poor Workmanship resulting from inadequate lighting will be considered.

SECTION 18 COOPERATION WITH "FUTURE CONTRACTORS"

It may be the intention of the Owner to let separate Contracts at a later date. Contractors shall cooperate in all respects with such other Contractors and shall properly schedule the Work of their Contract to properly coordinate the Work.

SECTION 19 VERIFICATION OF PLAN NOTES

The Contractor shall be responsible during the bidding stage for all notes in the plans and specifications. Particular attention is directed to where it is required for the Contractor to "verify", "modify as needed", "perform as required", etc. The Contractor shall include in his Proposal the cost for such verification, modification, and performance. No change in the Contract price will be permitted during construction as a result of the Contractor not doing so.

SECTION 20 DELAYS, IDLE TIME

The Contractor in preparing his proposal shall take into consideration that, during the project, there will be periods of time during which there will be delays when equipment and/or men will be idle. There may be other times when individual contractor's operations may cause delay to the use of equipment and/or men of other trades, and create idle time for equipment and/or men. The Owner will not compensate the Contractor, materialmen, and others for such loss of time, and the contractor shall not make claim for extra compensation or damages by reason thereof.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by an act or omission to act which is not intentional and malicious or the result of gross negligence on the part of the Owner, their officers, agents and employees, and the Architect and Consultants, and agrees that any such delay shall be fully compensated for by an extension of time to complete performance of the work as provided in the Contract Documents.

SECTION 21 DISCREPANCIES

The Drawings and Specifications are of equal precedence and the more stringent and more detailed requirement shall be fulfilled.

Before submitting his proposal, the Contractor shall make a thorough examination of local conditions governing the cost and execution of all work

SECTION 23

INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless, the Project Architect, the Project Consultants, the Owner, their agents, servants, and employees, from any and all damages and claims whatsoever, occasioned by/caused to a person, partnership, association or corporation, and occasioned by/caused to property, arising out of the performance of this Contract or from defective condition of the materials furnished or contemplated to be furnished

Final completion of the work comprises performance of all contract work, including "punch list" items and delivery of required guarantees, warranties, and close-out documents.

The Contractor shall achieve final completion of the work within forty five (45) calendar days from the date of commencement established on the "Notice to Proceed." Should the Work not be fully completed within this specified time, liquidated damages will be assessed at the rate of \$250 per calendar day for each calendar day beyond the established date of final completion in which Work is not yet fully complete.

Substantial completion of the work comprises removal of both existing boilers and installation of the specified new boilers and associated work to establish at least temporary heat, and in accordance with the specifications, on both buildings.

The Contractor shall achieve substantial completion of the work within twenty one (21) calendar days from the date of commencement established on the "Notice to Proceed." Should the Work not be substantially completed within this specified time, liquidated damages will be assessed at the rate of \$250 per calendar day for each calendar day beyond the established date of substantial completion in which Work is not yet substantially complete.

SECTION 22

COMPLETION TIME & LIQUIDATED DAMAGES

Should a conflict exist between items in these Supplementary General Conditions and HUD general conditions, including types and amounts of insurance to be carried by the Contractor, the most stringent, and in most cases, including the types and amounts of insurance, the most costly requirements shall govern.

included in this project and shall carefully examine all drawings and specifications for the purpose of thoroughly acquainting himself with the exact nature and extent of the work included under each heading and the Contract. Real and apparent discrepancies between drawings and specifications and the parts thereof; omissions of detail, materials, and appurtenances normally required with such construction; and, items that are open to possible variations in interpretation, shall be referred in writing to the Architect for clarification before submitting a proposal.

or supplied under this Contract, and including inventions, royalties, patents and patent rights. The liability of the Contractor under this Section is absolute and is not dependent upon any question of negligence, on the part of the Contractor, the Project Architect, the Project Consultants, the Owner, and their agents and employees.

SECTION 24

PAYMENTS AND COMPLETION

The form of Application for Payment shall be a notarized AIA Document G702 Application and Certificate for Payment, supported by AIA Document G703 Continuation Sheet.

The submission of each Application and Certificate for Payment shall be a representation by the Contractor that all bills for labor and materials have been paid for work performed in the Application period and that there are no outstanding bills for labor and materials, except as specifically noted on attached documentation.

All progress payments shall be based upon an estimate and a certification made by the Architect, of the materials installed and stored at the site and the work performed by the Contractor, and payment shall be made in installments of ninety (90%) percent of the amount certified as earned, less such amounts as the Architect shall determine for incomplete Work and unsettled claims. All progress payments made previous to the last and final payment shall be based on estimates, and the right is hereby reserved for the Architect to make all due and proper corrections in payment for previous error in payments, and to reduce the amount of retainer, if authorized by the Owner, as the job progresses.

The final payment application shall contain all remaining claims, not included in prior applications, of the Contractor against the Owner for money which he alleges due on the Contract and on extra work. No claim for extra compensation shall be made by the Contractor after this final requisition is presented. Before issuance of the final application for payment, the Contractor shall submit evidence satisfactory to the Owner that all payrolls, materials bills and other indebtedness connected with the work have been paid in full.

The final payment including the retained ten (10%) percent of the Contract price shall be based upon a Certificate of Payment, signed by the Architect, based upon his best knowledge, information and belief, that all items of work have been completed in general conformance to the Contract Documents, including "punch list" items.

SECTION 25

COMPLIANCE WITH N.Y. STATE DEPARTMENT OF LABOR LAWS

The Contractor agrees to be bound by and comply with the N.Y. State Dept. of Labor regulations that are in effect during the construction period and any and all amendments thereto, insofar as the same are applicable to this Contract.

END OF SUPPLEMENTARY GENERAL CONDITIONS

In case of conflict between Federal Davis-Bacon Wage Rates and New York State Wage Rates, New York State Wage Rates shall be inapplicable to this Contract whenever the State rate exceeds the corresponding Federal rate. Refer to the Little Davis-Bacon Preemption Rule bound into this Project Manual.

SECTION 26 CONFLICTING WAGE RATES